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STATEMENT
OF THE
Tenders for the Printing and Stationery
REQUIRED BY THE
CORPORATION OF THE CITY OF MONTREAL,
FOR SIX YEARS.

John Lovell's Exposé of the Unfairness and Trickery

OF

Two MEMBERS OF THE CITY HALL COMMITTEE,

(Aldermen THOMAS WILSON and DUBUC),

AIDED BY THEIR CHAIRMAN, ALDERMAN ROBERT,

AND PROMPTED BY

PATRICK O'MEARA, Assistant City Clerk;

ALDERMAN ALLARD ACTING AS WHIPPER-IN;

GEORGE E. DESBARATS, EX-QUEEN'S PRINTER, APPOINTED BY
THE CITY HALL COMMITTEE TO EXAMINE
LOUIS PERRAULT & Co.'s

Accounts and to CERTIFY their Correctness.

SOME IDEA MAY BE FORMED OF HOW HE SERVED THE TAX-PAYERS BY LOOKING
AT *three* OF HIS CERTIFICATES ON PAGES 31, 32 AND 33 OF THIS *Exposé*.

JOHN LOVELL & SON DEPRIVED OF THE CONTRACT
Because they are not French Canadians.

THE CITY HALL COMMITTEE VOTED \$1000, *extra*, OF THE CITIZENS' MONEY,
TO PATRICK O'MEARA, TO KEEP LOUIS PERRAULT *honest*.

LOUIS PERRAULT & Co.'s CONTRACT FOR THE LAST FIVE YEARS, FOR THE
CITY PRINTING AND STATIONERY,

Expired on the 14th of last December,

BUT BY THE TRICKERY AND DECEIT OF PATRICK O'MEARA, ASSISTANT CITY
CLERK, AIDED BY A FEW MEMBERS OF THE CORPORATION OF MONTREAL,

Louis Perrault retains the Contract at his own Prices,

Now more than Nine months ago, being from 14th of last Dec.

Montreal, Sept. 27, 1881.

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TENDERS

FOR THE

CORPORATION PRINTING AND STATIONERY.

For ONE year.	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co.	\$7,805	4,650	2,119	14,574
John Lovell & Son ..	5,475	2,580	787	8,842
	<u>\$2,330</u>	<u>2,070</u>	<u>1,332</u>	<u>5,732</u>

These figures shew John Lovell & Son to be, on 1st column, \$2,330 below Louis Perrault & Co., for one year. On 2nd column, \$2,070. On 3rd column, \$1,332. And on Aggregate, for one year, \$5,732 below Louis Perrault & Co. With these figures before the eyes of two members of the City Hall Committee, with the casting vote of their Chairman, they persisted in giving the Contract to Louis Perrault & Co.

The above calculations, being only for one year, are startling enough. But think of the two members of the City Hall Committee, with the casting vote of their Chairman, giving the Contract to Louis Perrault & Co. for six years, with the following figures staring them in the face, and with their oath, to protect the interests of the City, on record in the City Hall.

For SIX years.	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co.	\$46,830	27,900	12,714	87,444
John Lovell & Son ..	32,850	15,480	4,722	53,052
	<u>13,980</u>	<u>12,420</u>	<u>7,992</u>	<u>34,392</u>

For the six years these figures show John Lovell & Son to be \$13,980 below Louis Perrault & Co. on 1st column; \$12,420 on 2nd column; \$7,992 on 3rd column; and **\$34,392** on the Aggregate.

The above figures are made up from the Original Tenders.

Mr. O'Meara, in despair, made up the following Statement * of the requirements for SIX years:

<i>Perrault</i> —Ordinary Work and Annual Reports..	\$38,061 30
Once in six years.....	726 00
Printing Charter	1,714 00
“ Plain Binding.....	750 00
“ Gilt “	500 00
	<u>41,751 90</u>
<i>Lovell</i> —Ordinary Work and Annual Reports..	\$31,401 72
Once in six years.....	544 00
Printing Charter.....	2,167 20
“ Plain Binding.....	300 00
“ Gilt “	175 00
	<u>34,587 92</u>
	\$7,163 98

* In this Statement Mr. O'Meara tried to bolster up Louis Perrault & Co.'s Tender, by leaving out nearly *one-half* the items in the Specifications, and by reducing the quantities, especially wherever his trickery aided his friend Perrault. It would be curious to compare Louis Perrault & Co.'s Tender with that of John Lovell & Son. I have no doubt a few startling items would be found, such as Blotting Pads per gross, for which Louis Perrault & Co. ask \$35, John Lovell & Son ask \$15, leaving \$20 in favor of John Lovell & Son on this little item. Louis Perrault & Co. ask \$2 per 100 for Folding and Stitching, John Lovell & Son ask 30c. per 100 for similar work. On this small item there is \$1.70 in favor of John Lovell & Son, per 100, and I need scarcely say that a good many such items find a place in Mr. Perrault's accounts, during the year.

JOHN LOVELL.

TOTALS.

Corporation Printing and Stationery Scandal.

On every count all the *Totals* are in John Lovell & Son's favor.

ORIGINAL TENDERS.

<i>For One year.</i>	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co.	\$7,805	4,650	2,119	14,574
John Lovell & Son ..	5,475	2,580	787	8,842
	<u>\$2,330</u>	<u>2,070</u>	<u>1,332</u>	<u>5,732</u>
<i>For Six years.</i>	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co...	\$46,830	27,900	12,714	87,444
John Lovell & Son ...	32,850	15,480	4,722	53,052
	<u>\$13,980</u>	<u>12,420</u>	<u>7,992</u>	<u>34,392</u>

MR. ROBB'S CALCULATIONS.

Tender of Louis Perrault & Co. stands at.....	\$60,965
Tender of John Lovell & Son " ".....	44,464

MR. ROBB'S RECAPITULATION OF THREE COLUMNS.

Louis Perrault & Co.....	\$101,957
John Lovell & Son	64,936

Mr. Louis Perrault, in his infamous Protest (see it on page 59), in a most unheard of way, mustered a deduction of **\$5,255.32** from Mr. Robb's calculations of **\$16,501** in favor of John Lovell & Son, but, unfortunately for himself, he still leaves, in favor of John Lovell & Son, **\$11,245.68**. The deed was done by Louis Perrault reducing from his tender such items as Presswork on City Charter from **\$1171** to **\$25 !!!** and George E, Desbarats, his shameless friend, certifying to this *monstrosity* as correct!!!

No wonder the deterred printers would not waste their time in competing with such characters. The *exposé* has fallen to the lot of John Lovell. I promise he will not shirk the responsibility. I ask a careful perusal of all the facts,—they are numerous.

Neither Louis Perrault nor Geo. E. Desbarats could *tinker* on the *Binding* of the Charter, so Geo. E. Desbarats passed it over in his infamous letter, to be seen on page 33.

FELLOW CITIZENS, the Binding of the City Charter stands thus :

Louis Perrault & Co. at...	\$1250
John Lovell & Son " ...	475

Patrick O'Meara puts John Lovell & Son down for the Drawing and Tracing Paper at **\$9,988 !!!** If Patrick O'Meara had a spar. of decency left, he would have stuck to his and Perrault's bungled specifications and said or wrote :

Louis Perrault & Co. ...	\$603.60
John Lovell & Son ...	334.00

Patrick O'Meara, Assistant City Clerk, being a good *chiseller*, tried his double dealing in favor of Louis Perrault & Co., by leaving out nearly *one-half* of the items in the specifications, still he was compelled to put

Louis Perrault & Co. at	\$41,751.90
John Lovell & Son " "	34,587.92

With the preceding **Balances** in favor of John Lovell & Son, the **City Hall Committee of two, with the casting vote of their Chairman**, voted the Contract to Louis Perrault & Co. for six years.

TAX-PAYERS, insist on FAIR PLAY! on JUSTICE!! for John Lovell & Son, and believe me to be your obedient servant,

JOHN LOVELL.

Montreal, 27th September, 1881.

JOHN LOVELL'S EXPOSE

OF THE

PRINTING AND STATIONERY SCANDAL.

To Tax-Payers.


By the calculations of the Original Tenders by WM. ROBB, Esq., *City Auditor*,
 Tender of Louis Perrault & Co. stands at.....\$ 60,965 00
 Tender of John Lovell & Son " " 44,464 00
 Showing in favor of John Lovell & Son -----\$16,501 00

Mr. Robb's Recapitulation of the *three* columns shows :
 Louis Perrault & Co. to be..... 101,957 00
 John Lovell & Son " 64,936 00
 Showing in favor of John Lovell & Son ----- 37,021 00

Mr. P. O'Meara, Assistant City Clerk, by leaving out nearly *one-half* the items, and especially when Louis Perrault & Co. tendered at \$35 against John Lovell & Son's \$15, and such like items, a most unfair and cowardly act, *then* doing his very best for Louis Perrault & Co., shows them to be..... 41,751 90

And the same Mr. O'Meara shows John Lovell & Son to be 34,587 92
 Giving in favor of John Lovell & Son and against Louis Perrault & Co..... ----- \$7,163 98

Alderman Allard, please look at the preceding figures ?
 Alderman Dubuc, please look at the preceding figures ?
 Alderman Thomas Wilson, please look at the preceding figures ?
 Alderman Robert, please look at the preceding figures ?
 Alderman Gilman, please look at the preceding figures ?

 They are the very best that Patrick O'Meara, Assistant City Clerk, could do for Louis Perrault & Co. Is it not painful to say that *John Lovell & Son* were defrauded of the Corporation Contract for Printing and Stationery, because they were not French Canadians. —Well?

John Lovell has resided in Montreal for upwards of 61 years. He married a Canadian, and they had twelve children, born in Montreal! Well?

Robert K. Lovell, partner of John Lovell, was born in Montreal. He has resided in the city from his birth. He is married to a Canadian.—Well?

Alderman Allard thinks that this record is not sufficient. They, John Lovell & Son, must be French Canadians to entitle them to the Contract.—Well?

Alderman Allard cautioned Patrick O'Meara to give the Contract to Louis Perrault & Co., the very highest tenderers by \$11,245.68; but if he (O'Meara) could not succeed in giving it to Perrault, he (O'Meara) must give it to Senécal, as it must be done by a French Canadian.—Well?

The City Hall Committee was to be bamboozled, and Patrick O'Meara was called on by Alderman Allard to give the Contract to Louis Perrault & Co.—Well?

John Lovell & Son had in their employ, when Alderman Allard issued his order to Patrick O'Meara, 51 French Canadians at work! And to-day (27th September) they have 51 French Canadians in their employ still. Think of this, Alderman Allard, and think that John Lovell & Son's Tender is \$11,245.68 below Louis Perrault & Co.'s.—Well?

John Lovell & Son's Tender was admitted by all, even by Alderman Allard (mentally), to be the very lowest.—Well?

Patrick O'Meara, Assistant City Clerk, declared that Perrault was "entirely too high. There was no chance for him!"—Well?

Louis Perrault and *Patrick O'Meara* admitted the fact themselves to several of the parties interested.—Well?

Alderman Allard said that he would have a poor opinion of his friend, O'Meara, if he did not institute legal proceedings against "John Lovell" simply for having said: "That the statement produced "by Mr. O'Meara as to the said items was a gross misrepresentation of your Petitioners' Tender, and they are at a loss to "account for his apparent bad faith in making such an absurd "calculation, and thereby misleading the said Committee."—Well?

Alderman Allard, after he reads this *exposé*, may insist on Patrick O'Meara, Assistant City Clerk, taking immediate action by putting John Lovell into Court.—Well?

Alderman Allard has my full permission to do so. The matter wants ventilation. It has been *burked* by the City Hall Committee of 3, but in a Court of Justice all the facts must appear, and those who are guilty will meet with due punishment.—Well?

Alderman Allard, after Patrick O'Meara placed his famous calculation on the Drawing Paper for the Engineer's Department before the City Hall Committee, I, John Lovell, went to his, O'Meara's office, to cowhide him, in the hope that he would have me arrested, so that the matter might be ventilated in a Court of Justice. But at ten o'clock, on Monday morning, he, Patrick O'Meara, Assistant City Clerk, had not reached his office, and as it was doubtful at what time he might arrive, I decided to abide future action.—Well?

Alderman Allard, about this time the treachery of Patrick O'Meara, Assistant City Clerk, and of Louis Perrault, became apparent.—Well?

John Lovell desired to petition the Council of the Corporation of Montreal to cause Louis Perrault & Co.'s accounts to be overhauled, and to be carefully examined for the quantity of work done and for the prices paid for it, because the accounts were recklessly certified by George E. Desbarats, as being correct *according to prices in Tender*. I have the proof in my possession that they were not. Take an example.—Well?

George E. Desbarats certifies: 200 copies, 28 pages, Folding, Sewing and Cover \$5.50, and for 200 copies, 20 pages \$6.50. Is this not reckless? The charge in either case should be only \$3.50. Think of George E. Desbarats allowing an extra \$1 for 8 pages less, and on the Covers, etc., of both Pamphlets \$5 over-charge.

Alderman Allard, if you will look at pages 31, 32, 33 of this *exposé* you will see *fac similes* of the Certificates. They are great curiosities in their way. One must wonder that shame or the fear of being found out, would not have made Louis Perrault, Patrick O'Meara and George E. Desbarats more cautious.—Well?

Alderman Allard, if Louis Perrault & Co. had charged \$6.50 for the 28 pages and \$5.50 for the 20 pages, it would not look so bad. In either case they were only entitled to \$3.50 by their Contract.—Well?

Alderman Allard, five years ago, I tendered for my Company to do the same kind of work for \$1 per 100, yet the Contract was given to Louis Perrault & Co. Their Tender was for \$1.75, and for the last five years they have been charging \$3.25 or nearly double the amount they tendered for.—Well?

Alderman Allard, it is now no wonder that Brandy, Wine, Oysters, Rides and Theatre Tickets were, and perhaps are still, in frequent use.—Well?

Alderman Allard, John Lovell tells you that Louis Perrault & Co. made an overcharge, on one Report, of \$84.57; this was on the English copy. It will be interesting to know how much the French copy was charged.—Well?

Alderman Allard, please remember that George E. Desbarats made the entry in his own handwriting, on the back of the Report: "*Correct according to prices in Tender.*"—Well?

Alderman Allard, please remember again that George E. Desbarats makes no allusion to the quantity of matter in the Report, that is, he does not certify that *it is correct*. What a nice man to entrust important matters to.—Well?

John Lovell wonders if there was any mental reservation in this matter. There must have been as there is no explanation whatever of the correctness of the quantity of matter.—Well?

Alderman Allard, if the \$84.57 was the only overcharge, your friend, Patrick O'Meara, Assistant City Clerk, would be sure to devise some excuse to exonerate Louis Perrault, George E. Desbarats, and himself (O'Meara) from even the semblance of dishonesty.—Well?

Alderman Allard, when Louis Perrault heard that even one of the certified Reports was in John Lovell's possession, he (Louis Perrault) became terribly troubled.—Well?

Alderman Allard, Louis Perrault went to the office of John Lovell & Son, and demanded from John Lovell, in the name of Patrick O'Meara, Assistant City Clerk, the certified Report, saying at the same time that O'Meara made a great mistake in letting it go out of his possession.—Well?

Alderman Allard, John Lovell positively declined to give up the certified and signed Report, saying that it was handed to him as a sample of the work John Lovell & Son would have to do in case the Contract was awarded to them.—Well?

Louis Perrault threatened to get Patrick O'Meara, Assistant City Clerk, to send a policeman for *the Report*. John Lovell defied Louis Perrault to do so.—Well?

Alderman Allard, perhaps Louis Perrault will tell you what I said to him. Perhaps he (Louis Perrault) has forgotten my answer, as he appeared, at the time, very much agitated.—Well?

Alderman Allard, John Lovell will tell you: "No Policeman will come here to prevent me from exposing a gang of tricksters and deceivers."—Well?

Alderman Allard, John Lovell added these words: "The Policemen are, as far as I know, ever ready to do their duty. When the Policeman calls, I will tell him how matters stand. I have no doubt he will return and arrest Louis Perrault, Patrick O'Meara and George E. Desbarats, as conspirators against the City Exchequer."—Well?

Alderman Allard, Louis Perrault must have smelt a rat, because the Policeman did not come for the pamphlet, consequently Louis Perrault, Patrick O'Meara and George E. Desbarats are still at large.—Well?

George E. Desbarats in the letter containing his deceitful calculations for the City Charter, was simple enough to say: "I was not requested to take any notice of the Binding." I believe him, as Louis Perrault & Co. tendered for it at \$1250 and John Lovell & Son tender for it at \$475; shewing John Lovell & Son to be \$775 below Louis Perrault & Co. on the item of Binding the Charter.—Well?

Alderman Allard, John Lovell hopes that George E. Desbarats will come out frankly and say that the letter bearing his name, was written by two tricksters—Louis Perrault and Patrick O'Meara—and that he (Desbarats) *only* signed it.—Well?

Alderman Allard, had George E. Desbarats been *honest* in this matter, it is possible the City Hall Committee might have voted the present Tender to John Lovell & Son.—Well?

Alderman Allard, now that the truth is partly known, perhaps the City Hall Committee of 3 may reconsider the great injury they have done their fellow-citizens, and John Lovell & Son, and vote them the Contract. It is not too late yet.—Well?

John Lovell says that John Lovell & Son consent to accept the Contract for one year, or for such time as they may give entire satisfaction in the execution of the work.—Well?

Alderman Allard, John Lovell charged Louis Perrault with making overcharges, and John Lovell told Louis Perrault that he (John Lovell) had proof in his (John Lovell's) possession.—Well?

Louis Perrault was staggered, but he did not faint. It was remarkable how soon he (Louis Perrault) recovered his presence of mind; and he said, in the presence of several persons: "If, *unfortunately*, I have made any overcharges I will return the amount, as I have *plenty of money*. Neither Desbarats nor myself would keep even a cent, on being convinced of our error." All bluff.—Well?

Alderman Allard, John Lovell told Louis Perrault that he (Perrault) would have a good deal to refund, if he (Lovell) was to judge by proof in his (Lovell's) possession.—Well?

Alderman Allard, John Lovell threatened Louis Perrault, that he (Lovell) would petition the Council of the Corporation of Montreal to have Louis Perrault & Co.'s accounts examined, notwithstanding Geo. E. Desbarats' certificates: "*Correct according to prices in Tender.*"

Alderman Allard, Louis Perrault got into a great passion and he (Perrault) defied John Lovell. He (Perrault) said that neither the City Hall Committee nor the Council would ever allow his (Perrault's) accounts to be examined.—Well?

Alderman Allard, John Lovell urged Louis Perrault, for his own sake, for the sake of Patrick O'Meara, for the sake of George E. Desbarats, for the sake of the City Hall Committee, to petition (himself) for the immediate revision of Louis Perrault & Co.'s accounts for the last five years.—Well?

Alderman Allard, what do you think Louis Perrault said to John Lovell, before several persons? Well, he said that I, John Lovell, "had no influence with either the City Hall Committee nor with the Council." The continuous acts of both, shew that Louis Perrault knew the men.—Well?

Alderman Allard, on Louis Perrault leaving John Lovell & Son's office, John Lovell bolted off to Alderman Grenier's office to tell him what Louis Perrault said, which I did, and I added: "Alderman Grenier, as Chairman of the Finance Committee, you are expected to see that the Citizens' money is not wasted on unprincipled contractors. If immediate action is not taken, I will get up a Requisition to the Mayor, with at least the names of 5,000 Tax-Payers, and I dare say the 5,000 will bring 25,000 with them, and after discussing the injury done us, and our right to be fairly dealt with, we will march to the City Hall and demand that our hard-earned money be not wasted." Upon Alderman Grenier's assurance that Louis Perrault & Co.'s accounts should be examined, I (John Lovell) left his office.

Louis Perrault boasted that: "Those fellows" (meaning some of the members of the Corporation), "never read a newspaper. That he" (from time to time, of course) "met them—gave them a glass of wine—and then crammed them," and he said "what I put into their heads the Devil couldn't get out." What a pity "Those fellows" did not read the newspapers. If they had, John Lovell & Son might have got the Contract.—Well?

Alderman Allard, John Lovell would hope that you are not one of the favored ones. Of course Louis Perrault particularly meant Aldermen Dubuc, Thomas Wilson and Robert, members of the City Hall Committee.—Well?

John Lovell cannot imagine which member of the Council Louis Perrault meant. It might have been Alderman Gilman, but surely he reads the newspapers, and he voted for John Lovell & Son, therefore I cannot think that he would take a glass of wine as a bribe.—Well?

John Lovell has been told that Alderman Gilman said to Perrault: "Fix the figures in that way and I will vote for *him*, I could do it in two minutes." If Alderman Gilman could do so he must have meant O'Meara's figures about the Drawing Paper.—Well?

Alderman Allard, John Lovell must spare Alderman Gilman, because he voted for John Lovell & Son to get the Contract.—Well?

John Lovell now asks Alderman Gilman if he (Gilman) had been consulted about the arrangements made at the Caucus, held at Alderman Allard's house. Report says that all was arranged there in the presence of the two conspirators—Louis Perrault and Patrick O'Meara.—Well?

Alderman Allard, as the meeting was held in your house perhaps you will tell John Lovell something of what was decided on. If not John Lovell will give you his impressions!—Well?

John Lovell thinks that it was arranged that new Tenders might deprive Louis Perrault & Co. of the Contract, so the Caucus decided that they must face it out, and take a bold stand. Never mind the figures.—Well?

John Lovell supposes it was decided that Alderman Jeannotte should move that the Contract be given to Messrs. Sénécal & Co., and as no arrangement was made for a seconder, he, Alderman Jeannotte, was to get into high dudgeon and leave the Committee room. So he did.—Well?

Alderman Allard, John Lovell supposes that it was arranged that Alderman Gilman, seconded by Alderman Holland, should move that the Contract be given to John Lovell & Son. Put and *lost*, of course.—Well?

Alderman Allard, now for the tug. Alderman Thomas Wilson moved, seconded by Alderman Dubuc, **That Messrs. Louis Perrault & Co. get the contract.** Put and carried by the casting vote of the Chairman.—Well?

Alderman Allard, this act of the famous 3 was a stunner. I wish you could have seen the faces of the disappointed ones. John Lovell's among them.—Well ?

Louis Perrault on being asked "Who got the Contract?" exclaimed "*C'est moi qui l'a.*" Of course he might have said so, even before the Committee sat, but for once in his lifetime he was silent until the deed was done.

Alderman Allard, almost every one knows what followed and what is still going on to the eternal disgrace of too many members of the Corporation of Montreal.—Well ?

Alderman Allard, John Lovell will now put the case of John Lovell & Son before their FELLOW CITIZENS. I solicit a careful perusal of it by the TAX-PAYERS. **Let them secure for me the examination of Louis Perrault & Co.'s accounts, with attested vouchers,** and I think there will be no doubt of \$2,000 being realized for the Park Flower Garden, and something more for the charities of the city.—Well ?

Alderman Allard, may I ask your influence in this praiseworthy matter, especially now that the truth is before you, to secure for me **the examination of Louis Perrault & Co.'s accounts** for work done for the Corporation of the City of Montreal, during the last five years. Help me to secure a foundation—a nest egg—towards a Flower and Ornamental Garden. Remember we have nothing of the kind here. Let us try to imitate Halifax, N.S., in her noble effort to supply her people with the most beautiful Garden on the Continent. Think of the pleasure it will give our young people ! Do help in this noble effort. You have nothing to fear. Louis Perrault says that he has plenty of money. Think of the relief it may be to his *conscience* to have an opportunity to disgorge some of his ill-gotten wealth. You have fought his battle in a bad cause. Now turn round and fight it *manfully* in a good cause. He wants to return to our Citizens every cent that has *unfortunately* been paid to him for over-charges through the *leniency* of George E. Desbarats, ex-Queen's Printer and of Patrick O'Meara, Assistant City Clerk. Think of the satisfaction I shall have in helping Louis Perrault to ease his conscience. I hope he will be delighted to see painted over the entrance-gate of the Flower and Ornamental Garden: *Planted with Conscience Money.* Think, Alderman Allard, how pleased Louis Perrault will be, and so will be

JOHN LOVELL.

Montreal, 27th September, 1881.

JOHN LOVELL'S EXPOSÉ

AND

Appeal for FAIR PLAY!

For JUSTICE!!!

FELLOW CITIZENS,—TAX-PAYERS,

It is my painful duty to call your attention to the figures contained herein as a true *exposé* of the manner in which the Contract for Printing and Stationery, required by the Corporation of Montreal, has been awarded to the highest tenderers, Louis Perrault & Co., that is as far as *two* members of the City Hall Committee, with the casting vote of their Chairman, could give it; for at this late date (27th September, 1881) no final decision has been come to. The term of the last Contract expired on the 14th of last December. By trickery and collusion Tenders were not called for till 11th of January, and, it is not too much to say, the same course is still pursued, Louis Perrault & Co. being, in the meantime, suffered to do the work, and at liberty to charge just what they please. Indeed Mr. Louis Perrault boasted openly that in case he did not get the Contract he would make the Corporation pay well for what he did until the matter was decided.

I need not say that the figures clearly shew that the Contract should have been awarded to John Lovell & Son. *Two* members of the City Hall Committee, aided by their Chairman, thought otherwise, and awarded the Contract to Louis Perrault & Co., the highest tenderers, their tender being, on the 1st column only, \$16,501 in excess of that of John Lovell & Son, Louis Perrault & Co. being \$60,965, and John Lovell & Co. being only \$44,464. In the Recapitulations Louis Perrault & Co. stand at \$101,957, and John Lovell & Son at \$64,936, showing John Lovell & Son to be \$37,021 below Louis Perrault & Co. on the Original Tenders, many of the items having been put in to frighten the Printers. These figures are the result of Mr. Robb's calculations.

Mr. Louis Perrault served a libellous Protest on Mr. Patrick

O'Meara, complaining that Mr. Robb did not accept his ridiculous interpretations of Presswork, etc., and after declaring that he would print 100 complete copies of the Charter, a book of from 500 to 600 pages, for \$1.25,* and making other farcical statements, he made out a deduction of \$5,255.32, which still left Louis Perrault & Co. \$11,245.68 higher than John Lovell & Son; but Mr. Perrault had his faithful Patrick O'Meara, Assistant City Clerk, to appeal to, and he (O'Meara) furnished a statement to the *two* members of the City Hall Committee and to their Chairman, in which he tried to bolster up Mr. Perrault's position by leaving out nearly *one-half* the items in the specification (under the pretence that they would not be required), and by *reducing* the quantities, especially wherever it was to the advantage of his friend Perrault. His totals were: Perrault \$41,751.90, Lovell \$34,587.92, still leaving \$7,163.98 in favor of John Lovell & Son. Here is Patrick O'Meara's

Comparative Statement of requirements for six years:

<i>Perrault.</i>		<i>Senécal.</i>	
Ordinary work.....	\$5,336 92	Ordinary work.....	\$4,737 50
Annual Reports.....	1,006 63	Annual Reports.....	777 85
	6,343 55		5,515 35
	38,061 30		33,092 10
Once in 6 years.....	726 00	Once in 6 years.....	615 00
Printing Charter.....	1,714 60	Printing Charter.....	1,827 60
" Plain Binding	750 00	" Plain Binding	600 00
" Gilt do	500 00	" Gilt do	500 00
	41,751 90		36,634 70
<i>White.</i>		<i>Lovell.</i>	
Ordinary work.....	4,758 27	Ordinary work.....	4,059 35
Annual Reports.....	880 45	Annual Reports.....	1,174 27
	5,638 72		5,233 62
	33,832 32		31,401 72
Once in 6 years.....	962 00	Once in 6 years.....	544 00
Printing Charter.....	1,611 60	Printing Charter.....	2,167 20
" Plain Binding	900 00	" Plain Binding	300 00
" Gilt do	750 00	" Gilt do	175 00
	\$38,055 92		\$34,587 92

Totals made up by Patrick O'Meara, Assistant City Clerk:

Perrault.....	\$41,751 90	Senécal.....	\$ 36,634 70
White.....	38,055 92	Lovell.....	34,587 92

* In Louis Perrault & Co.'s Tender, now before the Corporation, their price is \$1.25 for each and every 100 copies of 8 pages. He is entitled to say 250 copies instead of 100 copies.

The Committee of *two* and their Chairman did not feel justified in awarding the Contract to Mr. Perrault, with such a large balance against him, \$7,163, the best O'Meara could do. So Mr. O'Meara was appealed to again, and this subservient official unblushingly devised a w scheme to further his ends by calculating John Lovell & Son's price for Drawing Paper at *per yard* instead of *per roll* as in their Tender, although he had been notified that John Lovell & Son's tender for these items was *per roll*, and he (O'Meara) acknowledged it; and they also notified Mr. Robb to the same effect. Indeed the matter was so plain that at first it was not considered necessary to notify either Mr. Robb or Mr. O'Meara, but as there was some doubt about the wording, which was as follows:

5. Sagar's Patent Tracing Vellum, dull back, 36 in., *per roll* of 24 yards. "

John Lovell & Son decided to inform both Mr. Robb and Mr. O'Meara that the price was by *the roll*, and both admitted the fact.

Perhaps in no *world* was there ever a more unfounded and barefaced attempt to deprive the lowest tenderers of a Contract *they had fairly gained*. I have no hesitation in saying that the action of the *two* members, and the Chairman, was disreputable. Here I must state that the Committee were ably aided by your well-paid servant, Patrick O'Meara, Assistant City Clerk. I append his letter and statement:

TO THE CHAIRMAN AND MEMBERS OF THE CITY HALL COMMITTEE,

GENTLEMEN,—In preparing the statement hereunto, Mr. Lovell's prices for items 3, 4, 5, 6 and 7 of the Engineer's Department are calculated at the rate per yard, on the supposition that the price put down in his tender was per roll, although not specially so mentioned,* as is the case in Mr. White's tender. If the Committee should decide that the figures should be taken as put down in Mr. Lovell's tender, it would very materially alter his prices; a statement of this calculation is also submitted. If, on the other hand, Mr. Senécal is prepared to supply Bond Paper at the rate mentioned in his tender, \$1 per ream, and that the Committee authorize me to order this paper in preference to the one generally used of a far inferior kind, and for which that gentleman asks a greater price, I have no hesitation in saying that Mr. Senécal's tender is the lowest.

The whole respectfully submitted,

P. O'MEARA.

28th January, 1881.

* This is a wilful lie. John Lovell & Son wrote in pencil opposite their prices, *Per Roll*. When their Tenders were returned to them they noticed that the *Per Roll* was rubbed out, but sufficient was left to show Patrick O'Meara's treachery.

Items Nos. 3, 4, 5, 6 and 7 of the Engineer's Department, computed as set down in tenders.

	<i>Lovell.</i>	<i>Senécal.</i>	<i>White.</i>	<i>Perrault.</i>
No. 3,	55 00	3 30	2 25	7 70
4,	44 00	2 20	2 50	6 60
5,	170 00	8 40	7 00	9 60
6,	216 00	10 08	9 00	12 00
7,	264 00	12 00	12 00	14 40
	<hr/> 749 00	<hr/> 35 98	<hr/> 32 75	<hr/> 50 30
	2 Rolls each.			
	1,498 00	71 96	65 50	100 60
	6 years.			
	<hr/> * \$8,988 00	<hr/> 431 76	<hr/> 393 00	<hr/> 603 60

Tax-Payers! thousands of dollars of your hard-earned money are squandered to carry out tricks of this description.

Brandy—Wine—Oysters—Cigars—Rides—Theatre Tickets.

Nearly the whole City Press have put on record their Protest against the flagrant wasting of your Funds.

During the discussion of this scandalous business, I regret to say that the action of some of the members of the Corporation was notorious, especially that of Alderman Allard. Mr. O'Meara assured me that Alderman Allard urged him to give the Contract to Perrault, and if he could not succeed, he (O'Meara) must give it to Senécal, as the work must be done by a French Canadian. My long residence, of over sixty-one years, in the City of Montreal, was to be pooh-poohed in order to give the work to a French Canadian. As Mr. Allard is an active member of the Corporation, taking an interest, I trust, in the financial affairs of the City, I here ask him if the French Canadians pay all the Taxes? If so, he should not command his servant, Patrick O'Meara, to plunder them by giving the Contract to Louis Perrault & Co.

The Tenders of Louis Perrault & Co. and of John Lovell & Son stood thus:

For ONE year.	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co.	\$7,805	4,650	2,119	14,574
John Lovell & Son...	5,475	2,580	787	8,842
	<hr/> 2,330	<hr/> 2,070	<hr/> 1,332	<hr/> 5,732

* These items computed as tendered for by John Lovell & Son would only amount to \$334 instead of **\$8,988** as shown by Mr. O'Meara. This fact was thoroughly well known to Mr. O'Meara when he prepared these figures.

These figures show John Lovell & Son to be : On 1st column, \$2,330 below Louis Perrault & Co. for one year. On 2nd column, \$2,070. On 3rd column, \$1,332, and on aggregate, for one year, \$5,732 below Louis Perrault & Co. With these startling figures staring them in the face, *two* members of the City Hall Committee, with the casting vote of their Chairman, decided to give the Contract to Louis Perrault & Co. for *six* years.

The preceding calculations are only for one year. They are startling enough.

But think of the same *two* members of the City Hall Committee, with the casting vote of their Chairman, voting the Contract to Louis Perrault & Co. for *six* years, with the following figures staring them in the face, and with their oath, *to protect the interests of the Citizens*, on record in the City Hall :

For Six years.	1st Column.	2nd Column.	3rd Column.	Aggregate.
Louis Perrault & Co.	\$46,830	27,900	12,714	87,444
John Lovell & Son...	32,850	15,480	4,722	53,052
	<u>13,980</u>	<u>12,420</u>	<u>7,992</u>	<u>34,392</u>

For the six years these figures shew John Lovell & Son to be \$13,980 lower than Louis Perrault & Co. on 1st column; \$12,420 lower than Louis Perrault & Co. on 2nd column; \$7,992 lower than Louis Perrault & Co. on 3rd column; and \$34,392 on the aggregate. In the face of these large amounts in favor of John Lovell & Son, the *two* members of the City Hall Committee, aided by the casting vote of their Chairman, voted the Contract to Louis Perrault & Co. *for six years*. At first sight the three columns, just quoted, appeared reasonable; but when I now look at the 3rd column, and see that Louis Perrault & Co. ask **\$12,714** for it, and John Lovell & Son ask only **\$4,722**, I read the result in the hands of dishonest men. I would like to see Mr. Perrault's figures for the 3rd column, just to see how they compare with the 1st column. For the sake of explanation I shall suppose the columns to stand thus :

1st Column:	2nd Column:	3rd Column:
1,000 copies, \$10	500 copies, \$7.50	250 copies, \$5

In the hands of tricksters, conspirators and dishonest men,

these columns might be used so as to make the Corporation pay \$20 instead of \$10, for each 1,000 copies, by the Clerk giving out the order each time for 250 copies, and the Contractor charging \$5 for them. Of course, by mutual understanding, 1,000 copies would be printed from the same type and same form, but only 250 would be delivered at a time, so that by four deliveries the 1,000 copies would be used up and \$20 paid for them instead of \$10.

Brandy—Wine—Oysters—Cigars—Rides—Theatre Tickets.

Any one interested will easily see by the preceding figures the corrupt manner in which the specifications have been made out.

Alderman Allard instructed Patrick O'Meara, Assistant City Clerk, to give the work to Louis Perrault & Co., because they were French Canadians.

Alderman Thomas Wilson took a solemn oath that he would vote for Perrault *with his eyes shut*, and if he could not succeed in getting the work for Perrault, he would turn round and vote for Sénécal. Let his constituents bring him to task.

Will the Tax-Payers allow such outrageous conduct, such reckless squandering of the City Funds?

Think of the poor, whose water supply is ordered to be cut off, because they may owe \$3 or \$4 for water rent! Think of wretched families and helpless infants being left without a mouthful of water to quench their thirst, while large sums are going to fill the pockets of those who wish to grow rich at the City's expense! The Corporation bailiff is ordered to sell the table and the chair of the unfortunate that money may be raised to pay Louis Perrault & Co.'s exorbitant prices for a Contract, forced upon them by a majority of the members of the Corporation of Montreal. Think of voting away \$11,245.68 of the City Funds to aid a political hack.

Louis Perrault & Co. tendered to do Presswork for \$1.25 per 100 copies of each 8 pages, but he now claims that the \$1.25 is for each 100 copies of a complete pamphlet or book; that is, he now says he meant to print 100 complete copies of the Charter, a book of from 500 to 600 pages, for \$1.25. This is a wonderful fabrication. I wonder if Louis Perrault now blushes for having made himself look like a fool.

It required some effrontery to hazard such trickery, but it is in keeping with Louis Perrault's general acts throughout this scandalous business. It was given as a *bait* for the two members and the Chairman of the City Hall Committee. They swallowed it, even with more effrontery than Perrault could possibly muster. They voted the Contract to Louis Perrault & Co., and, by some mental reservation, they evaded the oath they had taken to *protect the City Funds*. I was near forgetting that the now notorious 3 had also the *Opinion* of two gentlemen, learned in the law, put before them. Had they read it I fancy they would have thrown it into their waste basket. If anything, it was more in favor of John Lovell & Son, than of Louis Perrault & Co., but Louis Perrault had plenty of money,—he paid for it. The delusions could only last for a moment. They were too barefaced, and the remorse that now haunts the 3 will follow them to their graves.

I always understood that a coach and four might be driven through an Act of Parliament, but I wonder what kind of a coach could be driven through the *Opinion* of the two gentlemen learned in the law. Here it is :

Translation.

STATEMENT OF FACTS AND QUESTIONS.

By 37 Victoria, chapter 51, Section 24, it is enacted that "the Council may appoint so many committees, consisting of such members of the said Council as the said Council may think fit, for the better transaction of the business before the Council, and for the discharge of such duties within the scope of their powers, as may by the said Council be prescribed, but subject in all things to the approval, authority and control of the said Council."

This section is merely a reproduction of a similar enactment forming part of the former Charter of the City of Montreal, 14 and 15 Victoria, chapter 128 (1851).

Conformably to the powers conferred upon the Council by the law above quoted, on the twelfth day of July, 1875, on a motion of Alderman Stephens, seconded by Alderman Holland, it was resolved : "That in future, the Printing of the Corporation and the supplying of stationery shall be done by contract, under the supervision of the City Hall Committee, who shall make all the necessary arrangements to carry out this resolution, and who shall for such purpose include in their annual appropriations a sufficient amount to meet the requirements and wants of the different departments."

Subsequently to the passing of that resolution, the City Hall Committee, having previously called for Tenders, entered into a contract with Messrs. Louis Perrault & Co. for the Printing and the Stationery of the City, for a period of five years. This contract was entered into by the city on the one

part, and Messrs. Louis Perrault & Co. on the other, without any intervention whatever on the part of the Council in the taking into consideration and acceptance of the Tenders which were then submitted to the City Hall Committee.

Sometime previous to the expiration of the said contract, to wit, on the twenty-third December, 1880, there is to be found in the minutes of the City Hall Committee the following entry: The specifications for the Printing and Stationery being placed before the Committee,

It was "Resolved that the same be approved of, and that Tenders be asked "and received up to the 7th January next at noon, for the City requirements in Printing and Stationery for a term of six years from the 1st "January next, in accordance with samples and specifications to be seen "at the City Clerk's office; each Tender, in order to be entertained, must "be accompanied by an accepted cheque for \$1000, which cheque, in case "of Tenders not accepted, will be returned at once, and if accepted, shall "remain at the disposal of this Committee during the term of this contract, and that this Committee does not bind itself to accept the lowest "or any of the Tenders that may be made."

In conformity with the resolution, public notices were given in the newspapers generally publishing the city advertisements, over the signature of the City Clerk, said notices being a textual reproduction of the above resolution.

At a meeting of the City Hall Committee to consider the Tenders for the contract in question, held on the 28th January last, it was resolved that new Tenders be called for.

On the 9th February, 1881, the Committee having met again to consider the question of the said contract, decided to reconsider the resolution of the previous meeting asking for new Tenders, and after discussing the same, adopted the following resolution:

"That the Tender of Messrs. Louis Perrault & Co. being the only legal "tender before this Committee, be accepted for a term of six years, in accordance with the terms of the specification and advertisements calling for such "tenders."

Messrs. Louis Perrault & Co., in a letter addressed to the Mayor, to the Chairman of the City Hall Committee, to the City Clerk and to his assistant, informed those gentlemen that, in view of the acceptance of their Tender for supplying the printing matter and stationery, they were now ready to conform with the conditions and requirements of the specifications to which they had bound themselves by their said Tender.

Since the acceptance of Messrs. Louis Perrault & Co.'s Tender, the latter have executed certain works pertaining to the contract which had been granted to them by the City Hall Committee on the 9th day of February, 1881, and on the 26th March last the city paid over to Messrs. Louis Perrault & Co. \$639.64 on account for part of the work and stationery under the new contract.

The question now raised is: whether the City of Montreal is bound by the act of the City Hall Committee, who have duly accepted the Tender of Messrs. Louis Perrault & Co., who have commenced the execution and carrying out of said contract; and whether the Council can undertake to set aside the contract entered into between its committee and said Louis Perrault & Co.

OPINION.

Before entering into the discussion of the extent of the powers vested in the City Hall Committee by the resolution of July the 12th, 1881, it is proper to remark that, according to what is represented to the undersigned Council, for a number of years, and even long before the resolution of July 12th, 1875, the various committees organized by the City Council for the special department necessarily required for the management of the affairs of the city, have been in the constant and invariable habit of contracting for the execution of the works under their control, without interference of the Council, to the knowledge of that body and under and with the sanction of its legal advisers.

The City Hall Committee, in entering into a contract with Messrs. Louis Perrault & Co., after the resolution of July 12th, 1875, which said contract has just expired, and for the renewal of which Tenders have been asked, as hereinabove stated, has therefore merely acted according to a long established custom.

Supposing that this resolution of July 12th, 1875, was not sufficiently explicit, in virtue of the now well acknowledged principle that corporations, as well as individuals, may bind themselves by the tacit mandate that they may have delegated to one or more individuals, the custom admitted by the Corporation of Montreal to allow committees to enter into contracts for works pertaining to its various departments would give those committees a sufficient mandate to bind the Corporation. But in the present case, there has been not only a delegation of authority, but that delegation of authority has been made in the most formal and explicit manner by virtue of the resolution of July 12th, 1875.

It is impossible to interpret that resolution in connexion with the other powers of the committee, in so narrow a sense that the committee's province is merely to discuss details, and that when the contracts have been discussed and decided upon by the interested parties and the committee, they should come before the Council for their sanction. This would be tantamount to a declaration that the City Hall, Finance, Road, Police, Water, Light, Market or any other of the standing committees are merely a collection of clerks, whose office it is to look into details and report to Council whenever there is any business to terminate or complete. If the City Hall Committee be not empowered to enter into and complete the contract in question without the interference of the Council, neither is it authorized to engage the services of the engineer of the heating apparatus, neither is it empowered to engage messengers nor keepers for the City Hall, nor any other *employe* whatsoever even for the most humble or least paid work, for each or all of those engagements are in fact contracts which, although not to be placed on a par, in connexion with the salaries attached thereto, with the amount involved in the contract for Printing and Stationery, constitute nevertheless transactions whereby that committee binds the City of Montreal without the interference of the Council.

Objection may be made in regard to the duration of the contract; this is a question whereof the committee is the sole judge; it has been doubtless represented to the committee that the kind of work required by the city was of such a special nature that, if the contract was not granted for several years the materials required for the carrying on of the work being used for a limit-

ed time, the parties who made the Tender would be compelled to ask for a higher price, and that it would be more advantageous for the City of Montreal to contract for a number of years than for a limited period.

The only rational definition of the powers of committees is that the Council, while preserving its control by the fact that they alone grant the money appropriations asked by such committees, the latter make such use of the appropriations granted to them as they deem proper.

So long as the general powers vested upon committees in using their appropriations shall not have been restricted or limited by a resolution of Council to that effect, so long also will those committees be enabled to bind the City of Montreal by the contracts entered into for the management of their respective departments.

The amount and duration of the contracts which the committees may make being unrestricted by the Council, nothing but collusion or fraud could authorize the city to repudiate them.

It is also the opinion of the undersigned counsel that the signature of the Mayor and Clerk of the City is in no wise necessary for the validity of the contract entered into by Messrs. Perrault & Co. and the City of Montreal acting through its committee. From the moment the latter had accepted Messrs. Louis Perrault & Co.'s Tender by the resolution of February 9th, 1881, the Contract stood perfected and complete between the contracting parties, in this manner that from that time Messrs. Perrault & Co. could not have withdrawn their deposit of one thousand dollars, nor decline to proceed with the execution of the work for which they had tendered, without rendering themselves liable to damages to the city.

On the other hand, if the city decline to carry on with those gentlemen the contract that is now perfected and complete, the latter will have good ground for an action of damages against the city for breach of contract.

Montreal, April 2nd, 1881.

(Signed,) C. GEOFFRION, Counsel.

I concur, R. LAFLAMME, Q.C.

With respect to the authority of Committees of the City Council, the power of the Council to appoint Committees is conferred by Statute, and the authority of the Committees is defined by the same Statute (37 Vict. cap. 51, sect. 24). By this section it is expressly declared that the acts of the Committees are to be "subject in all things to the *approval, authority and control* of the said Council."

The City Council did not really entrust the City Hall Committee with any greater powers than the Statute permitted, for by the motion of the 12th July, 1875, it was merely resolved "that in future the printing of the Corporation and the supplying of stationery shall be done by contract"—contract with whom? Clearly, with the Corporation, for the resolution goes on

to say: "under the *supervision* of the City Hall Committee." That is to say, contracts, when they have received the *approval* of the City Council, shall be executed under the *supervision* of the Committee.

The opinion given by Messrs. Geoffrion and Laflamme admits that the Council retained full control and the power to ratify or reject contracts; but it is pretended that "nothing but collusion" or fraud could authorize the City Council to repudiate" contracts entered into by the City Hall Committee.

"Collusion" is a term of wide significance, and it would not require a very elastic interpretation to make it applicable to a grave impropriety of a Committee, by which a contract for six years—the term of six successive City Hall Committees—was awarded to the highest tenderer, over the heads of three other large and responsible firms, at a wanton and needless expense to the City of about thirty thousand dollars. In the face of such flagrant waste of public money, collusion might without much stretch of fancy be suspected. But it is unnecessary to go so far; since it is manifest that the discretion of the Council, with respect to the approval or rejection of contracts, is not restricted.

The Courts, as far as I am aware, have uniformly refused to hold the Corporation responsible for the acts of its Committees and officials, when these overpass the strict line of their functions, and it is quite preposterous to suppose that Louis Perrault & Co. have any claim for damages by reason of the resolutions of the City Hall Committee, unless it be against the individual members who so generously awarded them the Contract.

Louis Perrault & Co., in the Tender now before the Corporation, ask \$5 per 100 for covers, etc.; John Lovell & Son ask \$2.50 for similar covers, etc.

But it takes *two* members of the City Hall Committee, with their Chairman, to vote that Louis Perrault & Co. must get \$5 for what John Lovell & Son offer to do for \$2.50. Tax-Payers! look to this jobbery. You do not get any of the spoils.

Louis Perrault & Co. ask \$1.25 to print 100 copies; John Lovell & Son ask 90 cents.

Of course, the *two* members of the City Hall Committee, with the aid of their Chairman, give a preference to Louis Perrault & Co., thus defrauding the Citizens out of the difference.

Louis Perrault & Co. ask \$7 per ream for Double Demy Paper ; John Lovell & Son ask \$5.50 for similar paper.

The *two* members of the City Hall Committee, with their Chairman, side again with their political hack.

Louis Perrault & Co. ask \$2 per 100 for Folding and Stitching ; John Lovell & Son ask 30 cents for similar work.

The same members go again for their political hack. They say they can't stop now. The public must be fleeced out of \$1.70 more than John Lovell & Son offer to do the work for I need not say that thousands of sheets are folded for the Corporation.

The Blotting Pads are worth mentioning, although Patrick O'Meara, Assistant City Clerk, omitted them in his calculation as being one of the items that can be dispensed with. Yes, because Louis Perrault & Co. tendered for them at \$35 per gross, and John Lovell & Son at \$15 per gross. Can the Corporation officials do without Blotting Pads? Oh, yes, say the Committee of 3, we have Mr. O'Meara's word for it. The items were only put in to frighten the Printers.

I might fill pages with similar outrageous prices, but suffice it to say that Louis Perrault & Co.'s Tender, for the six years, amounts to **\$101,957**, while John Lovell & Son's Tender amounts to only **\$64,936**, for the six years.

Go it, City Hall Committee of *two*, with your Chairman,—squander the Citizens' money.

John Lovell & Son most respectfully presented two Petitions (see them on pages 44 and 56,) to the Council of the Corporation of Montreal, complaining of the extraordinary treatment (silent contempt) their Tender received from the City Hall Committee. The Petitions were burked without even being opened. John Lovell & Son fear that Alderman Gilman, although he voted for them, had a good deal to do with the burking, because all through the shuffling he showed a decided leaning in favor of Louis Perrault & Co. He twisted and turned whenever he could advance Louis Perrault & Co.'s position without being suspected. Well, I suspected him all through, and especially when he undertook to read my letter containing a very serious charge against Louis Perrault, George E. Desbarats, ex-Queen's Printer, and against Patrick O'Meara, Assistant City Clerk. (See letter on

page 50.) While the City Hall Committee was sitting in full blast, at a suitable time I handed said letter to the Chairman, Alderman Robert, who, while *sitting in his chair*, positively refused to either receive it or to allow it to be read, simply because he knew of its contents through Alderman Gilman, who received his information from Alderman Holland, to whom I communicated the contents. I am sorry to have to correct one of the Press Reporters in this matter. The fact was and is: the Committee had not risen when the Chairman rudely refused to read my letter. I was all the time in the room. On my asking: "Is there no one here to read it?" Alderman Holland moved that Alderman Gilman take the Chair. He did; I then presented my letter to him, when he said: "There isn't a quorum." On hearing this I rose and said: "Is there no gentleman here honest enough to sit down to form a quorum?" Mr. Thomas Wilson did; and, to my utter astonishment, Alderman Gilman got up, saying: "I forgot—I have an appointment," and he moved from the table with my letter in his hand. I instantly followed him, and snatched the letter from Alderman Gilman's hands, saying to him: "Give me my letter. You did not intend to read it." Notwithstanding my telling both Chairman Robert and Alderman Gilman that the City Exchequer was being robbed by Louis Perrault and his crew, I was treated with contempt by both. I exonerate all the other members from any blame. They had to obey their Chairman.

Imagine my mortification, when present in the Council Chamber, to hear a proposition to send John Lovell & Son's Petitions and my own letter back to the very same City Hall Committee who had burked them—for *further consideration*. Aldermen Grenier, Allard and Gilman were sure that the Committee would *act honestly*. Was there any mental reservation here? Did those gentlemen feel mortified or overjoyed when they heard of the silent contempt with which the Committee treated them. This time they were referred to Aldermen Dubuc and Gilman to report on them, but these two gentlemen shirked the responsibility by consulting the City Attorney, and he said that John Lovell & Son would have a perfect right to charge \$8,988 for Drawing and Tracing Paper, in case the Contract was awarded to them. Surely Mr. City Attorney Roy did not know that John

Lovell & Son notified both Mr. Robb and Mr. O'Meara that they had tendered by *the Roll* and not by *the Yard*, and they even wrote in pencil opposite the items: *Per Roll*. Patrick O'Meara, Assistant City Clerk, might have told Mr. City Attorney Roy that he rubbed out, with his own fingers, *Per Roll*, but unfortunately for himself he left sufficient to shew that John Lovell & Son had written, in pencil, *Per Roll*. May it not be suspected that the entry in the specification was a piece of premeditated trickery on the part of Louis Perrault and Patrick O'Meara. What a fine chance for Louis Perrault & Co. to step in! What a lift for them! I wonder if Mr. Roy gave a written *Opinion*. In this *exposé* I have given the *Opinion* of two gentlemen profoundly learned in the law. If Mr. Roy will supply me with a copy of *his Opinion*, I will insert it, *gratuitously*, in the next edition of this *exposé*. As it will be put into every house, *gratuitously*, the learned gentleman may get additional notoriety.

Surely *nine* months ought to be sufficient for ordinary business men to decide a Contract, especially when \$11,245.68 stands in favor of John Lovell & Son. This large sum is admitted by Louis Perrault & Co. The Committee of 3 cannot complain of the alacrity of the City Attorney. He was always on hand.

I have now to deal with Patrick O'Meara, Assistant City Clerk. It is difficult to find suitable words to qualify his treachery and double dealing. Read his letter and statement on pages 15 and 16.

When Patrick O'Meara penned this rigmarole letter he knew that he was stating what was false. He must answer for his duplicity at the bar of Public Opinion. He must be dismissed from the Public Service. I trust and pray that the Council of the Corporation of Montreal will put him on trial. His dismissal is sure to follow. Let them entrust the examination of Louis Perrault & Co.'s accounts to me, and I will undertake to put Louis Perrault, Patrick O'Meara, Assistant City Clerk, and George E. Desbarats, ex-Queen's Printer, in their true characters before the Tax-Payers.

With reference to O'Meara's vile statement about the Drawing Paper, I positively declare that he knew and believed that John Lovell & Son tendered for the Drawing or Tracing Paper, for the Engineer's Department, at per roll; as I had informed both him-

self and Mr. Robb of the fact. In the face of this fact, Patrick O'Meara put shame under his feet, and at the last moment made out his lying statement, after he had declared to myself, a few moments before the City Hall Committee assembled, **that John Lovell & Son had the Contract, that his (O'Meara's) report was far more favorable to them than Mr. Robb's, and therefore he had declined to to sign Mr. Robb's report.** I then believed that he was acting honestly, but when I heard of the above figures I resolved to make an example of him, and on Monday morning, at ten o'clock, I went to the City Hall. Mr. Glackmeyer happened to be in Mr. O'Meara's office, so was Mr. Gosselin, and shortly afterwards Mayor Rivard and an Alderman came in. I then asked Mr. Glackmeyer if Mr. O'Meara was in, and on being answered in the negative, I said to Mr. Glackmeyer:

"I came here this morning to cowhide O'Meara. Do you know that Perrault is fleecing the City, and that O'Meara and Desbarats are helping him? I have a pamphlet in my possession with Geo. E. Desbarats' certificate, on which an over charge of \$84.57 is made. It is possible that another \$84.57 is made on the French copy.

I said further: "Mr. Glackmeyer, do you know what Perrault did with some of the over-charges?" Mr. Glackmeyer seemed surprised and said: "I do not." "Well, I will tell you. He took O'Meara to a saloon, where Wine, Oysters and Cigars were ordered. Afterwards they had a drive, and they spent the evening at the Theatre."

This clearly shows that Patrick O'Meara had an inducement for sinking his character to assist Perrault. He also felt that he would be supported by the Committee of 3, and he began to feel that, if the Contract was awarded to John Lovell & Son, there would be an end to Wine, Oysters, Cigars, Rides, Theatre Tickets, and perhaps to a little borrowed money occasionally, and especially when each Quarterly Account was paid by the Corporation. Certified, of course, by the reckless Geo. E. Desbarats, ex-Queen's Printer. See three of his Certificates, on pages 31, 32 and 33, and read his infamous letter on page 33. On page 35, I will show up the deep laid plot of George E. Desbarats, ex-Queen's

Printer. A want of moral pluck made him sign the letter—what must his mortification and shame be now ?

Neither Louis Perrault, nor Patrick O'Meara, nor Geo. E. Desbarats, supposed that such wholesale plundering of the City Exchequer would ever be discovered. The three pamphlets on which the certificates appear were handed to me as samples of the work John Lovell & Son would be required to do in case the Contract was given to them.

Up to this time, every effort was made by the Committee of 3 and Patrick O'Meara, Assistant City Clerk, to secure the Contract for Louis Perrault & Co. But seeing no chance they went for *new Tenders*, although they knew and believed that John Lovell & Son were in every way entitled to the Contract. When the report that new Tenders were decided on reached the passage, where Louis Perrault and all the Tenderers were awaiting the decision of the Committee, then sitting, Perrault exclaimed: "*I told my friends, in case they could not secure the Contract for me, to go for new Tenders.*" Here Louis Perrault seemed to glory in his shame, without thinking that he was dragging Aldermen Robert, Wilson and Dubuc with him. Surely this whole matter must have been planned at the Caucus, held on the 9th of February last, at Alderman Allard's house, when Louis Perrault, Patrick O'Meara, Aldermen Robert, Allard and Dubuc were present.

I should like to know where Alderman Thomas Wilson was at that time. Was he standing in Ste. Thérèse street, looking up to Heaven and saying :

"Je jure que je serai prêt de fermer mes yeux, et de voter pour Perrault ; mais si je ne pouvais pas réussir, je voterai pour Senécal."

MR. PERRAULT'S PROTEST.

"Whereas, moreover, Messrs. John Lovell & Son have quoted tracing and
 "drawing paper on page 38 of Specification at two dollars, two dollars and
 "fifty cents, seven dollars and fifty cents, nine dollars, and eleven dollars
 "per yard (items 3, 4, 5, 6 and 7 of said page), which prices for two rolls of
 "each kind, would represent a sum of eight thousand nine hundred and

" ninety-eight dollars, which sum only would prove higher than Mr.

" Perrault's tender, and if these prices of Lovell & Son are intended so much

" per roll instead of so much per yard, then the meaning of the Specification

" is altered again.

" Whereas there can be no doubt in the mind of any unprejudiced person

" that the items so quoted per yard in the said John Lovell & Son's [tender]

" were so meant and understood by them in the hope that they would be

" overlooked in order to make up for the very low and unprofitable charges

" made by them for several of the items of said Specification, and conse-

" quently their tender should not be entertained."

The preceding extracts are given as a sample of this infamous Protest. See the whole document on pages 58, 59, 60, 61. It is a great curiosity in the way of effrontery and falsity. The Notary was crammed and paid by Louis Perrault, as he has plenty money. Perhaps no more outrageous production than this Protest was ever produced in any country in the world. Louis Perrault outdid himself in his false statements. No man possessed of a spark of common decency could or would father them. But he had George E. Desbarats, ex-Queen's Printer, Patrick O'Meara, Assistant City Clerk, and a City Hall Committee of 3, to urge him on, Alderman Allard acting as Whipper-in. The prospect of again grabbing the Citizens' Funds drove shame from his thoughts. Think of an individual, who has been for years systematically, in conjunction with Patrick O'Meara and George E. Desbarats, fleecing the Citizens by over-charges, serving such a Protest on the Mayor, Aldermen, the City Hall Committee, the Auditor, and all others, threatening them with an action of damages, in case he should not get the Contract for six years.

He, Louis Perrault, little knew, when he caused his libellous Protest to be served, that his robbery of the Citizens' Funds would be found out. He must answer to the Public and disgorge.

He makes the obedient ex-Queen's Printer, George E. Desbarats, declare that the Presswork Louis Perrault & Co. intended to charge \$287.50 for, should be only \$54.38. George E.

Desbarats, do try to lead a new life. Try to forget that you ever made yourself look so dishonest. Why go on? You again declare that Louis Perrault & Co. would only charge \$87 instead of \$460 (the amount in their Tender) for Folding and Stitching. From my long knowledge of you I expected to see you come out of this scandalous business with credit to yourself; but I cannot hide my surprise at the course you have chosen. Look at your famous Certificates. Make up your mind to blush and feel mortified before you look at them.

In the first one you certify to an over-charge of \$84.57. In the next certificate you have certified to 200 copies 28 pages, Folding, Stitching and Cover \$5.50. Look at the opposite page, and you will see that you have certified to 200 copies 20 pages, for Folding, Stitching and Cover \$6.50. Pretty reckless, allowing \$1 more for 8 pages less. Were you not aware, Sir, that Louis Perrault & Co. were only entitled to \$3.50 for each of these charges? Louis Perrault will have to refund. He told me that neither you (George E. Desbarats) nor himself would allow the Public to be kept out of even a cent, whenever it was proved that over-charges had been made. He said he had plenty of money. Let me examine his accounts, with the sanction and authority of the Finance Committee, and I will give him a chance to get rid of some of his ill-gotten wealth. I fear he won't let me, because when I said I would petition the Council to have his accounts examined for the last five years, he seemed startled, but mustered courage, and dared me to try it. He said that neither the City Hall Committee nor the Council would ever allow his accounts to be examined. I said to him: "For your own sake, for O'Meara's sake, for Desbarats' sake, insist upon their being examined at once, and avert the scandal now hanging over all concerned." He set me at defiance, and bounced out of my office, threatening that O'Meara would send a policeman for the pamphlet.

I may say that Mr. Perrault came to me to get the pamphlet on which I had discovered an over-charge of \$84.57. He was not aware then that I had two other pamphlets, certified by George E. Desbarats.

600. - 110 pp...

524.153 ems 240¢ \$209.66.

21 tokens. \$21.00

4 $\frac{1}{8}$ Reams 6. . 26.00Folding stitching &c.
& cover 19.50276.16.

50 Extra Auditor Report. 12.00

\$288.16.Certified correct according
to prices of tenders

Wm. C. Deslons

[In this Certificate there is an over-charge of \$34.57.—JOHN LOVELL.]

On Louis Perrault leaving my office, I went to Alderman Grenier, Chairman of the Finance Committee, and told him that "Louis Perrault & Co.'s accounts were in a bad state, and that the only way to satisfy the public was to have them examined."

I then said: "Alderman Grenier, as Chairman of the Finance Committee, you are expected to see that the Citizens' money is not wasted on unprincipled contractors. If immediate action is

For 28 pp.

98.144 ems 40¢	\$39.26
3 forms per	3.00
16 gms 0 30¢	4.80
Folding stitching &	
Leaves -	\$7.50
	<u>\$52.56</u>

Certified correct according
 to prices of tender
 Wm. B. Desbarats

[In this Certificate there is an Over-charge of \$4.48.—JOHN LOVELL.]

not taken, I will get up a Requisition to the Mayor, with at least the names of 5,000 Tax-Payers, and I dare say the 5,000 will bring 25,000 with them, and after discussing the injury done us, and our right to be fairly dealt with, we will march to the City Hall and demand that our hard-earned money be not wasted." Upon Alderman Grenier's assurance that Louis Perrault & Co.'s accounts should be examined, I left his office.

I have now to put George E. Desbarats before you in his true colors, but before dealing with his deceit and treachery,

200

20pp

9.26	66.300 ems 40¢	\$26.52.
3.00	2 tokens D.W.	2.00
4.80	Paper	1.25
	Folding, stitching	6.50
	4c, & canvas	
		<u>\$36 77</u>

Certified correct according
to prices of tender

Wm. E. Deshonats

[In this Certificate there is an over-charge of \$8.00.—JOHN LOVELL]

allow me to ask you, Fellow Citizens, to read the letter, which I can characterize by no milder term than infamous, published by him in *The Star* of the 19th of last February. Here it is:

THAT PRINTING CONTRACT.

To the Editor of THE STAR,

SIR,—As Messrs. John Lovell & Son, in their letter to you, of the 12th inst., state that my estimate of the paper required for one year's Reports is unreliable, and generally impugn the accuracy of the figures contained in my report to the City Clerk, you will, perhaps, allow me to rectify any false impression that may exist in the minds of those gentlemen, or which their letter may create among your readers.

I may state that I am in nowise interested in the event of this discussion, nor in the ultimate disposal of the City Printing Contract.

I was requested by the Assistant City Clerk to assist him, as *expert*, in determining a basis whereon to decide the merits of the several tenders, and consented to do so. The only items I was requested to examine and report

upon were the pamphlets containing the Public Reports of the City Departments, and the volume containing the City Charter. With regard to these I was required to consider only four lines or numbers of the Schedule, viz.: composition, presswork, paper, and folding and stitching.

To arrive at a basis of calculation as to the Reports, I obtained from the Assistant City Clerk the detail of last year's Reports, as computed and paid for. The result was: 20 separate pamphlets aggregating 598 pages, and the totals of the editions amounting to 4,350 copies. I averaged this, and obtained 20 pamphlets, 80 pages each, and 218 copies of each. From the above it will be perceived that the total number of pages was 130,800, and as a sheet of Double Demy paper contains 32 pages, the number of sheets would be about 4,090, which with allowance for waste would make 8½ reams:—the particular figure attacked by Messrs. Lovell. It was further ascertained that the total composition amounted to 2,010 *mille ems*.

In applying to these quantities the prices quoted by the several applicants, I took, as bound by common sense to do, the explanations set forth in the letters written by the several firms in answer to the question put to them by the City Clerk. Thus, Messrs. Lovell offered to do the work at 90c per token of 250 impressions of 8 pages; Senécal at 15 cents and White at 10 cents per 100 impressions of 8 pages, whilst Perrault asked \$1.25 per 100 copies of any pamphlet or book. In the matter of folding and stitching, Lovell asked 30 cents, Senécal 3½ cents, and White 10 cents, per 100 sheets of 8 pages, whilst Perrault quoted \$2.00 per 100 pamphlets or books of any size. These letters clearly stated the above to be their intention, and, whether absurd or not, the rates would have to be adhered to in each case. In Lovell's case I took the 218 average copies of the pamphlets to be a token, and the 30 pages to be 4 forms, which was in each case slightly against them. I now give the result, which the parties themselves and others in the trade, or out of it, for that matter, with the above data, can easily check.

REPORTS.					
	Composition.	Presswork.	Paper.	Folding, etc.	Totals.
Lovell	1,005 00	72 00	48 13	49 14	1,174 27
Senécal	703 50	24 53	44 10	5 72	777 85
White	801 00	16 35	43 75	16 35	880 45
Perrault	801 00	54 38	61 25	87 00	1,006 63

CITY CHARTER.

526 pages, 1,000 copies, 1,062 *mille ems*, 35 reams, 60 lbs. double medium.

	Composition.	Presswork.	Paper.	Folding, etc.	Totals.
Lovell	531 00	237 00	315 00		1,083 00
Senécal	371 70	99 00	420 00	23 10	913 80
White	424 80	66 00	315 00		805 80
Perrault	424 80	12 50	420 00		857 30

In the above I have not computed binding, not having been required to do so. The figures for the printing of the City Charter are for the English Edition only, and must be doubled to get the cost of both English and French Editions. Senécal was the only applicant who charged separately for the folding and stitching of the City Charter, as distinct from the binding. It is easy enough from the above to ascertain whose tender for the six years is the lowest, *on these items*, and I am prepared to maintain the accuracy of the figures. I go no further, and do not know how the result may or may not be modified by the sum total of the very numerous and important items contained in the Schedule.

I remain, yours truly,

GEORGE E. DESBARATS.

The innocent creature begins by questioning John Lovell & Son's estimate of the quantity of paper used by Louis Perrault & Co., in last year's Reports, and certified as correct by Geo. E. Desbarats. If his statement of 8 $\frac{3}{4}$ reams is now correct, why did he allow Louis Perrault & Co. to charge for 13 $\frac{3}{4}$ reams?

George E. Desbarats says that he was requested by Patrick O'Meara, Assistant City Clerk, to assist him (O'Meara). *as expert*, in determining a basis whereon to decide the merits of the several Tenders, and he (Desbarats) consented to do so. He (Desbarats) says he was only requested to examine the Public Reports and the City Charter. All these statements I believe to be untrue. Let me ask you, Sir, are you the author of the letter bearing your signature? Be candid, Sir. Was not the letter laid before you by Louis Perrault and Patrick O'Meara? And did they not stand on either side of you, each one with a revolver in his hand, saying: "Your signature or your life"? And did you not, Sir, prefer to prolong a miserable existence rather than act honestly? You signed the letter. You must now abide the consequences.

I must treat the following figures as being your production, as you signed the letter. If it can be proved hereafter that you signed it through fear of being assassinated, it is possible that the hard feeling which now exists against you may be softened down. But you can never again take the place in society which you formerly held. I believe that your own guilty conscience will unfit you for a social position.

As far as the Reports and Charter go, here are your figures:

<i>Reports.</i>	Composition.	Presswork.	Paper.	Folding, etc.	Totals.
Lovell....	1,005.00	72.00	48.13	49.14	1,174.27
Perrault..	804.00	54.38	61.25	87.00	1,006.63
This shows Louis Perrault & Co. to be lower than John Lovell & Son by \$167.64.					
<i>City Charter.</i>	Composition.	Presswork.	Paper.		Totals.
Lovell.....	531.00	237.00	315.00		1,083.00
Perrault.....	424.80	12.50	420.00		857.30

This shows Louis Perrault & Co. to be lower than John Lovell & Son by \$196.30.

Just after these figures the modest man says: "In the above I have not computed Binding, not having been required to do so." Well, George E. Desbarats, I will do it for you, and I will put the figures for the above items as they should be put. I am sitting quite alone writing this *exposé*.

No Louis Perrault, no Patrick O'Meara, with revolvers at my head; so I am at liberty to put the figures just as they ought to be. Let me first quote the words in your letter. They may be Perrault's and O'Meara's, but you, by your deliberate act, have fathered them. I need not keep you any longer in suspense. Here they are:

"It is easy enough from the above to ascertain whose tender for the six years is the lowest *on these items*, and I am prepared to maintain the accuracy of the figures. I go no further, and do not know how the result may or may not be modified by the sum total of the very numerous and important items contained in the schedule."

George E. Desbarats, did you read those lines before you signed the letter? Try to save yourself from disgrace. Give some excuse, if you can. Tell the truth. What was the inducement? Was it the preservation of your own life? Answer?

Now, Sir, I will give you the correct figures. Here they are:

Reports.

	Composition.	Presswork.	Paper.	Folding, etc.	Totals.
Perrault ..	740.00	115.00	140.00	460.00	1,455.00
Lovell	925.00	82.80	110.00	69.00	1,186.80

This shows John Lovell & Son to be lower than Louis Perrault & Co. by \$268.20.

Now for the figures for the City Charter. As I am interested I will add the Binding:

Charter.

	Composition.	Presswork.	Paper.	Plain Binding.	Gilt Binding.	Totals.
Perrault...	720.00	625.00	840.00	750.005	500.00	3,435.00
Lovell	900.00	450.00	630.00	300.001	175.00	2,455.00

This shows John Lovell & Son to be lower than Louis Perrault & Co. by \$980.00.

"It is easy enough from the above to ascertain whose tender for the six years is the lowest.—GEORGE E. DESBARATS."

Let me remind you, George E. Desbarats, ex-Queen's Printer, that the item of Binding, which you willfully omitted, has been put in by me. Remember you designedly led the City Hall Committee of 3 astray. Great is your responsibility. Why did you not whisper to them that you willfully left out the Binding, for which Louis Perrault & Co. ask the enormous sum of \$1250, and John Lovell & Son only ask \$475? Perhaps you did,—and perhaps they did not want to hear you. Tell the truth. Was the Binding left out to aid Louis Perrault & Co. to get the Contract? If so, you are responsible for all

the scandal. But I have brought to light some of your famous Certificates. Look at them again. You will find them on pages 31, 32, 33. Don't they make you regret that you ever had anything to do with Louis Perrault? Why do you say: "I am prepared to maintain the accuracy of these figures. I go no further." Well, I think you went far enough. Perhaps daylight is dawning on you, and you are getting wiser. If so, I trust that there is still some hope for you.

Lest you should not be quite satisfied about the Binding of the Charter, look at Patrick O'Meara's figures, on page 14. He took them from the tenders. They are genuine. I will repeat them. Here they are:

Louis Perrault & Co., Plain Binding of City Charter	\$750.00	
" " " Gilt " " " "	500.00	
		1250.00
John Lovell & Son, Plain Binding of City Charter	300.00	
" " " Gilt " " " "	175.00	
		\$475.00

"It is easy enough from the above to see whose tender is the lowest." What do you say, George E. Desbarats, ex-Queen's Printer? Give your opinion, and while preparing it, keep out of the way of Louis Perrault and Patrick O'Meara. Give it without any reservation. Put in the Binding, although your friend Louis Perrault tendered at \$1250 for it, and John Lovell & Son's tender for the same Binding is only \$475. Tax-Payers, look to it! Insist on Fair Play!

George E. Desbarats, I cannot help repeating that you are a great deceiver. Now, I suppose you would like the sea to swallow you up, so that there might not be even a chance to put up a headstone to your memory. Surely Louis Perrault and Patrick O'Meara would put up something in the shape of a cenotaph, and paint on it, "Here lies George E. Desbarats, ex-Queen's Printer, and the famous Certifier of Louis Perrault & Co.'s Accounts against the Corporation of Montreal. Poor fellow, he was lost at sea and never found." I am sure the pair might devise something better in grateful memory of your Signature to the astounding Letter that bears your name.

George E. Desbarats, take my advice and keep out of the presence of Louis Perrault and Patrick O'Meara. They have made you a deceiver!!!

I must quote some correspondence which appeared in the Daily newspapers:—

CORPORATION PRINTING.

To the Editor of the MONTREAL HERALD.

SIR,—In answer to the many comments and criticisms in *The Star* and other papers, permit me to say, by way of explanation and vindication:—

1st. The statement in *The Gazette*, to the effect that, by my having the contract for the Corporation printing, the city will be involved in an extra expense of \$20,000 or even \$30,000, is most apparent nonsense.

Why, Sir, the whole of the money paid to me by the Corporation during the last five years was \$32,000 as per contract; the present contract is about the same amount, a little less in fact. If \$30,000 can be made out of that, there is some way of doing it known to *The Gazette*, but not known to me.

2nd. It has been said that I did not deposit the \$1,000 as a condition of tendering.

The truth is my accepted cheque was sent at the time tenders were asked for the second time.

3rd. I served two (2) copies of my protest, one on Mr. Glackmeyer, and one on Mr. O'Meara in the regular form. The object in sending two was to be sure that Mr. Glackmeyer (*alias City Hall Bismarck*) would not have the power to show further hostility to me by withholding it from the Chairman of the City Hall Committee.

4th. It is said that I sent a person to Mr. Lovell with the offer of \$1,000 if he would withdraw his claims. If Mr. Lovell will bring that person to me I will make him, Mr. Lovell, a present of \$5,000, which would enable him to tender for another contract at a still lower rate.

LOUIS PERRAULT.

Montreal, February 10, 1881.

To the Editor of the MONTREAL HERALD.

SIR,—In your issue of to-day appears a letter from Louis Perrault, in which he offers \$5,000 if I can produce the man he sent to offer me \$1,000 to withdraw from the contest for the Printing Contract. In this connection I am prepared to report Mr. Perrault's own words to two gentlemen. Some days since, Mr. Perrault met these gentlemen, when the printing contract came up for discussion; Mr. Perrault stated to one of them that he had offered Mr. Lovell a handsome sum to withdraw, but that Mr. Lovell was foolish enough to refuse his offer, seeing that the money would have helped to pay his debts, etc. He then stated to the same gentlemen that he had \$1,000 ready in case the withdrawal of the other tenders could be secured thereby. I have permission to furnish the names, provided Mr. Perrault deposits the amount he names for the benefit of some of our charitable institutions.

Yours obediently,

JOHN LOVELL.

Montreal, February 11, 1881.

To the Editor of the MONTREAL HERALD.

SIR,—I cannot allow Mr. Perrault's impertinent and uncalled for allusion to me, in his letter of yesterday, to pass unnoticed.

I deny having shown any hostility to Mr. Perrault, as alleged by that gentleman.

I interfered very little in the matter of those tenders, and in what I did had but one object in view, that is to say, to see that FAIR PLAY was given to every one, a fact which I flatter myself will be readily acknowledged by all the parties interested, save and except, of course, Mr. Perrault.

I am, Sir,

Your humble servant,

CHARLES GLACKMEYER, *City Clerk.*

Montreal, February 11, 1881.

Opposite is Louis Perrault's letter offering me \$5,000, and attacking Mr. Glackmeyer in an insolent manner, because he most righteously refused to be a party to his (Perrault's) trickery. My answer and that of Mr. Glackmeyer, follow. The letters seem to have sobered Mr. Perrault. I have heard no more of the \$5,000, consequently I see no chance of getting the amount to be divided among our charitable institutions. Now that it is pretty well known how he acquired so much money, I am positive that none of the institutions would accept even a cent of the \$5,000. It is possible that some of it may go back to the City Treasurer. As it will be looked upon as found money, let it be appropriated towards getting our Citizens a Flower Garden, such as the Citizens of Halifax, N.S., now enjoy, a garden which probably is not surpassed for beauty and elegance on this continent. Let the Park Committee fence off a little of the Park and commence the work with the money returned by Louis Perrault for over-charges,—over-charges which Patrick O'Meara, Assistant City Clerk, and George E. Desbarats, ex-Queen's Printer, allowed him to make in the hope that the fact would never be discovered or found out. Put a motto over the entrance: *Planted with Conscience Money!*

I fancied I was through with Patrick O'Meara, Assistant City Clerk. I find I have still a matter of some moment to mention. I mean the \$1,000 voted to Patrick O'Meara, Assistant City Clerk, and man of all work for the City Hall Committee. It appears that when Mr. Perrault presented the first accounts under his Contract with the Corporation of Montreal, they were found to

be in a frightful state in the way of over-charges. But Patrick O'Meara, Assistant City Clerk, was present to check them and to make startling reductions. This occurred time after time. The happy thought struck some of the members of the City Hall Committee that Patrick O'Meara, a well-paid Assistant City Clerk, ought to get some compensation for saving the City Exchequer from the rapacity of Louis Perrault & Co. So it was hinted to Alderman Holland that a proposal on his part to the Committee, to allow Patrick O'Meara \$200, *extra*, a year, to keep Louis Perrault *honest*, would be a graceful act. Worthy Mr. Holland thought so too; so the proposal was made and carried unanimously. I suppose this was the only time Mr. Holland ever had a unanimous vote in the same City Hall Committee. Well, the accounts were regularly presented with fearful over-charges, which Mr. O'Meara, of course, cut down; but until Louis Perrault & Co.'s accounts are put into my hands for examination, *with all the vouchers*, I shall be inclined to believe that the over-charges were pre-arranged so as to give Mr. O'Meara something to do for his *extra* \$200 a year to keep Louis Perrault *honest*. Consider, Tax-Payers, that Patrick O'Meara, Assistant City Clerk, has received in the last five years \$1,000 for allowing Louis Perrault & Co. to make outrageous over-charges; and in the same accounts, O'Meara made a few deductions, sufficient to satisfy the City Hall Committee that O'Meara was saving the City Exchequer to a very large amount. I will name a couple of items that have come to my knowledge. Take the item of Factums that Louis Perrault & Co. tendered to do for \$1.35 per page, and which the Lovell Printing and Publishing Co. tendered, at the same time, to do for \$1.05 per page. In their first account Louis Perrault & Co. made a charge of \$3 a page for said Factums, and by the advice of Patrick O'Meara, and the unanimous consent of the City Hall Committee, it was decided, *for peace sake*, to settle the matter by allowing Louis Perrault & Co. \$2 a page for what they had tendered to do for \$1.35! Then there was the Covering and putting on, which Louis Perrault & Co. tendered to do for \$1.75 per hundred; the Lovell Printing and Publishing Co. tendered to do the same work for \$1 per 100. It is notorious now that Louis Perrault has been charging for

said Covers for the last five years nearly double the amount he was entitled to, and the well-paid Patrick O'Meara has, at the end of five years, left this outrage for me to discover. See Geo. E. Desbarats' Certificates on pages 32 and 33 of this *exposé*. Tax-Payers, won't you insist upon the refunding of the amount of this over-charge and of all other over-charges to the City Exchequer? Mr. Perrault is quite anxious to return it. Put the accounts in my hands, and he, perhaps, will have to disgorge a good deal of his ill-gotten wealth. As I have already said, let \$2,000 of it go towards a Flower Garden on the Park. Before I close my remarks on this matter, I must say that while I was seeking information anent the Tenders, in the different offices of the City Hall, Mr. O'Meara, being in good humor, voluntarily took about half-a-dozen of Louis Perrault & Co.'s checked accounts from a pigeon hole, so as to show me the trouble he had in keeping Louis Perrault *honest*. He pointed out many deductions, and he said, at the same time: "The poor devil often makes mistakes against himself, consequently I try to make the amount good to him." I then thought that the over-charges could bear the deductions and still leave Mr. Perrault a good margin of spoil. The Tenders seemed to be almost entirely ignored.

Sometime afterwards, when I spoke to Mr. O'Meara about some of the over-charges I had discovered; he said he had nothing to do with them, as the Committee had appointed Mr. Desbarats to check them. By this time, I suppose, he (O'Meara) entirely forgot that he had undertaken to keep Louis Perrault *honest* for \$200 extra a year of the Tax-Payers' money. Surely \$1,000 for five years ought to have spurred him up to acquire a knowledge of how to count the work. To a man of ordinary ability, a week would suffice to acquire a good knowledge of the manner in which Printing work is counted, especially when there is a Tender to be carried out.

Tax-Payers, use your influence towards causing Louis Perrault & Co.'s accounts, *with the vouchers*, for the last five years, to be put into my hands for examination. The labor on my part shall be gratuitous. If I can save \$2,000 for a Flower Garden, I humbly pray that any amount saved over the \$2,000 be

handed to a few of our charitable institutions, to be named by His Worship the Mayor.

Of course the necessary order must be obtained to enable me to enter on the work officially. The *vouchers* must accompany the items in the accounts. Now is the time, as Mr. Perrault says he has plenty of money. On this subject I may mention that I recently addressed a letter to Alderman Stephens. In case he does not succeed with the Finance Committee, you, Tax-Payers, must use your individual influence with the City Hall Committee. A good deal is accomplished by influence. Just read my letter to Alderman Stephens. Here it is:

JOHN LOVELL'S VOLUNTARY OFFER TO EXAMINE
LOUIS PERRAULT & CO.'S ACCOUNTS.

GEORGE W. STEPHENS, ESQ.

DEAR SIR,—As you take a very praiseworthy interest in the honest disposal of the Citizens' Funds, I trust you will continue your good work by obtaining permission from the Finance Committee, that I may examine Louis Perrault & Co.'s accounts against the Corporation of Montreal, for the last five years. I seek no other compensation than the satisfaction of comparing the charges therein with what I, as General Manager of Lovell Printing and Publishing Co., offered to do the same work for five years ago, when I was tricked out of the Contract.

Further, I want the authority of the Finance Committee, of which you are a member, for the purpose of making a comparison of Louis Perrault & Co.'s charges with their Tender of that time; and I expect of course that the vouchers will be forthcoming. I have no hesitation in saying that the result will give the Corporation at least \$2,000 of overpaid money towards a Flower Garden. All that may be found over this amount I would respectfully suggest should be divided amongst a few of the City Charities, to be named by His Worship the Mayor.

This would give Mr. Louis Perrault a chance of returning all the money he has over-charged in Louis Perrault & Co.'s accounts.

I may say that in a conversation with Mr. Louis Perrault, some time ago, I accused him of making over-charges, when he assured me that, if it could be proved that either himself or Mr. Desbarats had, *unfortunately*, made any over-charges, he, Louis Perrault, would return the money, as he had plenty. Please try to give him a chance, and oblige.

Yours obediently,

JOHN LOVELL.

Montreal, 1st September, 1881.

I trust that the City Hall Committee has, ere this, removed Patrick O'Meara from the office of Printing and Stationery Clerk, and that they have recommended Mr. Gosselin, a worthy, sober

and upright officer, whose long experience in Mr. Glackmeyer's department entitles him to the appointment, and more especially as he has already a good knowledge of the work required by the Corporation.

Fortunately there is no Contract in force now, so Mr. Gosselin would be master of the position, and could insist on fair trade prices from whomsoever may be called on to do the work, until the Tenders, now before the Corporation, are finally decided on. I would advise Mr. Gosselin to look after the Blank Books. In the new Tenders, Mr. O'Meara insisted on 10 quire books, while 6 and 8 quire books, generally, were in use in the different offices. Wherever the Tender is for 10 quire books see that the Tax-Payers get full value for their money.

The specifications are of such a voluminous nature that it required a long time to ferret out all the items and to get samples. The whole scheme of making out such lengthy specifications was to frighten the Printers of the City from tendering, and it appears that the trick was successful, as there were only four Tenders sent in.

When Patrick O'Meara, Assistant City Clerk, was asked why he inserted so many items, when one quarter of them would have been sufficient for the purposes of tendering, he said he could not help it; that Perrault insisted on all the items being put in. The volume of them would deter the Printers. Fellow Citizens, don't you begin to think that Patrick O'Meara is an obedient tool? I hope he has had his *congé* ere this. By his arts all through this scandalous business he has succeeded in unfitting himself for any place of trust. Louis Perrault ought to adopt him as a pensioner for the remainder of his days.

Now that I have put the actual state of the Tenders of Louis Perrault & Co. and of John Lovell & Son before the City Hall Committee, let me suggest that it would be a graceful act for the Committee to reconsider all previous decisions, and to vote the Contract to John Lovell & Son, even for one year. It is clear that the City Hall Committee have been deceived and badly advised. Now is the time to make the conspirators wince by giving the Contract to John Lovell & Son. It would be a graceful act, and, what is more, it would be an act of simple

justice. As Mr. Perrault, from his long experience, is thoroughly posted in Corporation charges, or rather in charges made against the Corporation, for Printing and Stationery, John Lovell & Son express their willingness to have their accounts, under the new contract, submitted to him for revision and correction.

I cannot close this long and painful *exposé* without offering my most sincere thanks to the gentlemen at the head of departments in the City Hall, and to their assistants, for the courteous manner in which they answered the frequent demands I was compelled to make upon them, almost daily, during the time I was seeking information anent the Tenders.

FELLOW CITIZENS -- TAX-PAYERS,

In this *exposé* I have endeavored to vindicate the position of John Lovell & Son, in relation to the Tenders, and to put before you a full and clear statement. The figures tell their own tale. Deal with the case as becomes men and citizens. Insist On Fair Play! On Justice!! On the honest distribution of your money!!! And allow me to remain,

Your obedient servant,

JOHN LOVELL.

Montreal, 27th September, 1881.

To the Mayor and Aldermen of the City of Montreal:

THE PETITION OF JOHN LOVELL & SON, OF THE CITY OF MONTREAL, PRINTERS AND PUBLISHERS,

RESPECTFULLY SHEWETH:

That Tenders were recently invited by the CITY HALL COMMITTEE OF THE CITY COUNCIL for executing the Printing and for supplying the Stationery required for the City departments, for a term of six years.

That your Petitioners, believing it to be the desire and intention of the said Committee, in order to procure the most favorable terms for the City, to submit the said Contract to fair and open competition, proceeded to make a minute examination of the Specifications and to prepare a careful estimate of the prices at which they would be ready and willing to assume and carry out the said Contract, and they duly submitted a Tender therefor, and complied with all the conditions which had been prescribed in relation thereto.

That at a meeting of the City Hall Committee, held on the 4th day of January last past, the several Tenders for the said Contract were opened by the said Committee, and the same were then and there referred to a Sub-Committee,

composed of Mr. William Robb, City Auditor, and Mr. P. O'Meara, Assistant City Clerk, with instructions to make an examination thereof, and to report at the next meeting of the said Committee as to which of the said Tenders was the lowest.

That at a further meeting of the City Hall Committee, held on the 11th day of January last, the Report of the Sub-Committee was laid before the meeting, and the said Report showed that the Tender which had been submitted by your Petitioners was considerably the lowest.

That a motion was then proposed that the Contract be awarded to your Petitioners, but, as they are informed, and have reason to believe, Mr. O'Meara interposed, and submitted a Comparative Statement of prices for certain items in the several Tenders, which exhibited a considerable variance of rates charged for such items.

That this Comparative Statement did not alter or affect in any way the fact that the Tender submitted by your Petitioners was the lowest, but the City Hall Committee were thereby induced to defer the adoption of the resolution by which the Contract would have been awarded to your Petitioners, who were fairly entitled to the same, and it was decided that a further investigation of the several Tenders should be made before the Contract was finally awarded.

That such examination was made by the Sub-Committee, and the result thereof was embodied in two several reports and laid before the City Hall Committee at a further meeting of the said Committee, held on the 28th day of January last past.

That the Report which was submitted by Mr. Robb indicated that the Tender of Mr. Senécal was the lowest by \$164 on the whole six years, but that, allowing your Petitioners the benefit of the explanation as to the presswork which they and the other parties tendering were requested by letter to make the tender of your Petitioners would be the lowest by \$1200. To this sum there should be added in their favor and against Mr. Senécal: on Letter Books \$400; on Paper for Charter \$140; on Drawing Paper \$183.72; on Composition \$360, showing, at least, \$2,170 below Messrs. Senécal & Co. on the six years. This is without taking into consideration 24 items on page 34 and 84 of Specifications, for which their prices are filled in, while Messrs. Senécal & Co. have left these items in *blank*.

That the explanations and statements submitted in writing by your Petitioners, and which were read at the said meeting, established beyond all doubt that the Tender of your Petitioners was the lowest.

That Mr. O'Meara also submitted to said meeting a statement by which it appeared that the Tender of your Petitioners was the lowest by \$2,046.78 for the whole six years. Here are his totals: Perrault, \$41,751; White, \$38,055.92; Senécal, \$36,634.70; and Lovell, **\$34,587.62**; but he also produced an erroneous and misleading estimate, supplementary to such statement, in which, by calculating the price given for five items of Engineering Department Drawing Paper as per *yard* instead of PER ROLL as is the invariable practice in the trade, he made the Tender of your Petitioners to appear about \$8,900 higher than any other, on these items, while he knew that the charge made by your Petitioners would not exceed \$384 in six years.

That such a mode of calculation, by which a sum of \$8,988 would appear to be asked for the said items, was grossly absurd and incredible on its face,

it being well known that the sum of \$50 per annum has hitherto been more than sufficient to supply the requirements of the Engineering Department as to this description of paper.

That your Petitioners had previously explained to Messrs. Robb and O'Meara that they had tendered for said items *per roll*, that being the only way in which the Tender could properly be made, as is well known to all persons in the trade; and they both acknowledged that they had so understood the Tender. In fact the Specification reads after the description of these items *per roll* of 24 yards.

That the statement produced by Mr. O'Meara as to the said items was a gross misrepresentation of your Petitioners' Tender, and they are at a loss to account for his apparent bad faith in making such an absurd calculation, and thereby misleading the said Committee.

That the said Committee, being thereby taken by surprise and completely deceived as to the merits of the Tenders, were induced to reject the Tender of your Petitioners, and to resolve upon calling for new Tenders.

That subsequently, viz., on the 8th day of February instant month, your Petitioners and the other parties who tendered for the said Contract, were requested by the Chairman of the City Hall Committee to send back their tenders to the said Committee, which request your Petitioners immediately complied with.

That at a further meeting of the City Hall Committee, held on the 9th day of February instant month, when five members only were present, to the great amazement of your Petitioners, a Resolution was adopted, by the casting vote of the Chairman, awarding the said Contract to Louis Perrault & Co.

That the sole ground upon which the Committee could have arrived at such a decision was the absurd supposition, which is repeated and re-asserted in a false and libellous Protest served upon the Committee by Mr. Perrault, on the 9th day of February instant month, that your Petitioners intended to charge for the paper above mentioned per yard at the rate which they had quoted *PER ROLL*, that is to say, that they had proposed by their Tender to charge about \$9,000 for items which would be worth less than \$400.

That such a decision is grossly unjust to your Petitioners, who were clearly entitled to have the Contract awarded to them by reason of their Tender being unquestionably the lowest, as is, indeed, universally admitted by the trade.

That it is in the public interest that the lowest Tender from a party competent to carry out the Contract, and able to furnish the required security, shall be accepted.

That otherwise the system of submitting Contracts to public competition will fall into disrepute and contempt, and those who would be disposed to send in Tenders will abstain from doing so, from fear of being trifled with and such neglect to compete will prove highly detrimental to the interests of the City.

That the highest tribunal of this Province, in a case recently determined, animadverted in strong terms upon an instance of bad faith, on the part of a public body, in enacting the farce of calling for new Tenders, in order to

promote the interests of a favored competitor, and your Petitioners hope that this worshipful body will not sanction any similar injustice.

That your Petitioners, being aggrieved by the action of the Committee aforesaid, desire to lay their case before the Council, in the expectation that the Council will exercise their authority, under Sec. 24 of the Charter, and that your Petitioners will obtain redress, and that the said Contract will be duly awarded to them. And to this end your Petitioners challenge the strictest investigation, confident that the statements herein above set forth will be found true in every particular.

Wherefore your Petitioners pray that the City Council will be pleased to institute an inquiry into the matters herein above set forth, and to investigate the merits of the respective Tenders and to award the Contract aforesaid to your Petitioners as the lowest tenderers for the same.

And your Petitioners will ever pray.

JOHN LOVELL & SON.

MONTREAL, 11th February, 1881.

PRINTING CONTRACT.

To the Editor of the THE DAILY STAR.

SIR,—In your issue of the 10th instant, you have inserted a Protest laid before the City Hall Committee on the 9th instant on behalf of L. Perrault & Co. The statements contained in this document are so entirely unfounded, that it is difficult to suppose that they could have had any influence whatever upon the Committee, unless they were simply intended to bolster up the conclusion at which the majority of the members had already arrived, viz.: that, rightly or wrongly, Mr. Perrault should get the contract. The Committee had previously decided to call for new tenders. Becoming a little bolder, they suddenly added to the injustice of rejecting our tender, which was by far the lowest, the additional wrong of accepting Mr. Perrault's, which was considerably the highest of all that had been submitted. The *ex parte* statements of Mr. Perrault's protest were the only basis on which this new departure could have been resolved upon. With your permission, then, Mr. Editor, we will examine briefly the contents of this paper which appears to have exercised so potent an influence over the minds of the Committee.

Mr. Perrault claims that his tender for presswork was \$1.25 per 100 copies of any report or book, no matter how many pages it might contain. This pretension on its face is utterly absurd. The proposed Charter will be over 500 pages, yet Mr. Perrault would have the Committee believe that he intended to charge for the presswork of this thick volume at no higher rate per copy than an 8 page report. We leave those who have any knowledge of the trade to form their own judgment of this interpretation, simply remarking that it is in complete contradiction with Mr. Perrault's own practice in the matter of presswork, in his past dealings with the Corporation. One might be inclined to suspect that the specifications were purposely left vague in order that, if occasion required it, an unusual and utterly improbable interpretation might be put upon these items in the interests of a favored competitor.

Then, as to the item of folding and stitching: Before filling in our price

we took the trouble to ask for an explanation, and were informed by the Assistant City Clerk that this item was to be understood as 100 copies of each 8 pages. Mr. Perrault was no doubt as well informed on this head as we were, yet he now declares in his protest that he meant 100 copies of any report or book, whether it contained 8 pages or 800 pages. It is hardly necessary to point out that the value of folding and stitching is increased very materially by the thickness of the book on which the work is done. If any member of the Committee is able to arrive at a different conclusion, there is reason to suspect that his perception has been blunted by devices not apparent to the ordinary observer.

We have already shewn pretty clearly the character of the statements which Mr. Perrault has put forth in his protest. But let us take another specimen. He pretends that the calculation of the amount of paper required is too high, and does him an injustice. We answer that the quantity estimated is very close to the mark, and even if it were not, all the other tenders would have to be reduced as well as that of Mr. Perrault, yet he gives himself credit for a reduction calculated at the full price per ream, instead of allowing merely the difference between his price and that of the other tenderers. Thus, Mr. Perrault's price is \$7 per ream; our price \$5.50 per ream. On the quantity estimated by himself and Mr. Desbarats, he should take credit for $11\frac{1}{4}$ reams at \$1.50 per ream; amounting in one year to \$16.87; in 6 years to \$101.22. But Mr. Perrault takes credit for five times this amount. Apart from this, Mr. Desbarats' estimate of the quantity of paper required is evidently unreliable. He estimates $8\frac{1}{4}$ reams for one year's Reports, whereas for Reports alone, printed last year, Mr. Perrault was paid for $12\frac{1}{4}$ reams. The actual quantity of paper required for the Reports printed last year is found by careful count to be 12 reams 16 quires. This variance in one item does not say much for Mr. Desbarats' accuracy.

On these and the like frivolous pretenses Mr. Perrault claims to have his tender reduced by several thousand dollars. But, unfortunately, these explanations of his are at variance with his actual charges during the last contract, and they are also in contradiction with his frequently reiterated declarations since the present tenders came under discussion,—to the effect that his tender was too high, and that he could not expect to get the contract; that he had given up hope, &c. He stated both to Mr. Lovell, sen., and to Mr. Sénécal, at the close of one of the meetings of Committee, that he was not interested in the battle now, and that it virtually rested between Mr. Sénécal and Mr. Lovell. And Mr. O'Meara, notwithstanding the extraordinary interest which he has exhibited in Mr. Perrault, repeatedly made observations to the same effect, remarking that Mr. Perrault was too high altogether. At the close of the meeting, on the 28th ult., at which the Committee resolved to call for new tenders, Mr. Perrault admitted that, on seeing how high his tender was, he had told his friends on the Committee "to go for new tenders." Yet we now find him, twelve days later, protesting against new tenders being asked for, and claiming the contract on pretenses, the utter unsoundness of which, from beginning to end, we have exposed above.

In the latter part of his protest, Mr. Perrault has repeated the ridiculous mis-statement that the price which we quoted *per roll* for items, 3, 4, 5, 6 and

7, Engineer's Department (page 38 of specifications), was intended as the price per yard. From this he infers that the cost to the city for these items would be \$8,998 in six years, and that our tender was intended to mislead and entrap the Committee. We have no hesitation in saying that Mr. Perrault, in making this statement, has asserted what he knows to be false, and we brand his statement as a malicious libel upon our firm, intended to cover up his own intrigues in connection with this contract. It was perfectly understood all along by Mr. Robb and Mr. O'Meara that our tender for these items was *per roll*, and not per yard, and they both acknowledged that they so understood our tender. In fact, the specification reads, after the description of these items: *per roll of twenty-four yards.* It may be added that the officials in the Engineer's Department state positively that the paper in question is always ordered by the *roll* and not by the yard, and we may add that the cost of these papers to the Engineer's Department has never amounted to \$100 per annum. We based our prices on a price list, furnished by Messrs. Sharpley & Sons, quoting the price per roll. No other construction was ever put on our tender until the meeting of Committee held on the 28th January, when Mr. O'Meara suddenly produced a statement, in which by taking the price quoted per roll as the price per yard, he figured up \$8,998 as the cost of items which in reality would only come to \$383, and by this ingenious manipulation of our figures contrived to make our tender appear the highest.

We think we have now dealt sufficiently, and perhaps at too great length, with the mis-statements and perversions of fact contained in Mr. Perrault's Protest. There are other matters in connection with this contract which might be referred to. It would be interesting to know for instance in whose interest the specifications were swelled to such unnecessary proportions—no less than 38 printed pages—and whether Mr. Perrault had not a hand in this business, so as to frighten away tenderers and restrict the competition to as narrow a circle as possible. But we abstain from entering into matters outside of the question. We will only add a word upon one point. It has been said that nothing could be done now to remedy the wrong that has been inflicted on us by the action of the Committee. Permit us to say that this is an error. The Committees of the City Council have not the powers once arrogated by Boss Tweed and his associates, to make away with the citizens' money. Their action is subject to the authority of the Council, as sect. 24 of the Charter expressly enacts. We appeal, then, to the Council for redress and entreat them not to sanction a job which has awakened the deepest indignation in the community. The amount of money at stake is very considerable, but the evil precedent that will be afforded for similar jobs in the future is of more importance still. We can bring up evidence to show that Mr. Perrault relied upon underhand means to secure this contract over the heads of all the other parties who tendered, and that he considered he could afford to pay handsomely for the sake of buying off opposition.

We have refused to be parties to any such arrangement, and we intend to appeal to the Council for redress.

Yours obediently,

MONTREAL, 11th Feb., 1881.

JOHN LOVELL & SON.

To the Mayor and Aldermen of the City of Montreal :

GENTLEMEN,

The following letter was handed by me to the Chairman of the City Hall Committee, at the meeting of the Committee on the 5th inst. I regret to say that this gentleman positively refused to receive it or allow it to be read. I now beg that the Council will be pleased to take immediate action thereon.

Your obedient servant,

JOHN LOVELL.

Montreal, 14th March, 1881.

TO ALDERMAN ROBERT,

Chairman City Hall Committee,

DEAR SIR,

Through the kindness and courtesy of yourself and the other members present of the City Hall Committee, I, with others interested in the contract for Printing and Stationery, had an opportunity of being present yesterday while the City Auditor was reading his reply to the charges made against him in a Notarial Protest served on your Committee at a meeting held on the 9th February last, at the request of Mr. Louis Perrault. With your permission I would submit the following observations :

Mr. Robb, in his reply, clearly showed the unfitness of Mr. Desbarats to certify to the correctness of Mr. Perrault's charges for paper used in the reports of the various departments of the Corporation. In this particular I have no hesitation in saying that Mr. Robb's statement is correct. My main object, however, in the present communication is to direct the attention of the Committee to a letter from Mr. Perrault, which was read by the Assistant City Clerk at the meeting of yesterday.

Mr. Perrault states in this letter that his charges for the work done by him since the 14th of December last, and for that which may be done until the final decision of the Council upon the present Tenders, will be in accordance with his previous charges. If by this he means his charges as certified by Mr. Desbarats, I must respectfully request that said letter be not received by your Committee or acted upon until Mr. Desbarats' certificates of Mr. Perrault's charges during the last five years shall have been submitted to competent printers for a thorough examination and comparison with the prices stated in Mr. Perrault's tender for the work in question.

In this request I make no wanton charge: I have in my possession clear and positive proof of Mr. Desbarats' unfitness to certify the correctness of Mr. Perrault's charges. In one report alone Mr. Desbarats has certified to the correctness of Mr. Perrault's charges, although these charges were \$84.57 over and above the amount he was entitled to according to the prices stated in his tender.

In order to show this clearly I beg to append a brief *resumé* of the report in question :

Report as charged by Mr. Perrault.

600 copies—110 pages.	
524,155 ems, at 40c.....	\$209 66
21 Tokens.....	21 00
4½ Reams.....	26 00
Folding, Stitching and Cover.....	19 50
	<hr/>
	276 16
50 Extra Reports.....	12 00
	<hr/>
	\$288 16

Certified correct according to prices of Tender,

GEORGE E. DESBARATS.

Mr. Perrault was entitled to charge as under :

600 copies—110 pages.	
352,736 ems, at 40c.....	\$141 09
21 Tokens.....	21 00
4½ Reams.....	26 00
Folding, Stitching and Cover.....	10 50
	<hr/>
	198 59
50 Extra Reports.....	6 00
	<hr/>
	\$204 59
Amount certified as correct by Mr. Desbarats	\$288 16
Amount Mr. Perrault is entitled to according to prices in his tender.	204 59
	<hr/>
Amount of over charge on this Report.....	\$84 57

It appears from the above that the *over-charge* on this report amounted to \$84.57, or over 40 per cent. The French version of the same report, it may be assumed, has been charged for and certified on the same basis. I give this as a specimen of the charges which Mr. Desbarats has certified to be correct. When it is considered that there are some twenty different reports printed annually for the Corporation, there is good reason to believe that the over-charges similar to the above would, during the last five years, amount to a considerable sum of money.

It is also deserving of note that the *Factums* which Mr. Perrault has printed for the Legal department of the Corporation have been charged at the rate of \$2 per page, while, according to the terms of his tender, he would not be entitled to charge more than \$1.35 per page. This shows an over-charge of 65 cents per page on all the *Factums* printed for the City during the past five years.

I beg to suggest, therefore, that it is desirable, in the interests of the City, that a strict investigation be had as to the charges and the certificates therefor under the last contract, in order to determine the amount of the over-charges, with a view to such further action as may be deemed necessary.

When I directed the attention of the Assistant City Clerk to these charges in excess of the rates per tender, he declared that he was not competent to check the charges; that the Committee had appointed Mr. Desbarats for the purpose, and he therefore considered Mr. Desbarats alone responsible. I may

be permitted to say, in this connection, that the ability to check such charges may be very easily acquired by any one of ordinary intelligence, who is willing to do his duty; and, without at all presuming to advise the Committee, I would say that, in my opinion, the responsibility of checking the charges should rest with the official who has charge of the Printing and Stationery department. If this system were adopted the responsibility for errors or irregularities would fall upon the official to whom it properly belongs.

I would only beg leave to add that Mr. Perrault's present interpretation of Presswork is in striking contrast to his own practical interpretation of it, as shown by his charges under the last contract, which were per token of 10 quires, and not a uniform charge for any book or report, irrespective of the number of pages it might contain.

I am, dear Sir,

Your obedient servant,

JOHN LOVELL.

Montreal, 4th March, 1881.

City Auditor's Reply to Mr. Perrault's Charges.

1st Charge.—That item No. 52 in Auditor's report makes "Press-work" \$287.50 while the same item, calculated by Mr. Desbarats, shows only 54.38

Answer.—In the Specifications submitted for completion, item No. 52 reads as follows: "Presswork per 100 Impressions."

This phrase being a technicality of the Printing business, I had to ascertain what quantity it implied before I could proceed. In order to this I addressed a note to each of the tenderers asking for a definition. I supposed the same answer would be returned by each, but communicated with all to avoid the appearance of partiality.

Messrs. White and Senécal replied that it meant one hundred impressions of an eight-page form. Mr. Lovell, that it meant the equivalent of a hundred impressions of 20 pages, what is known in the trade "as a token," and that he had so assumed it. Mr. Perrault, that it meant a complete copy of any pamphlet or book of whatever size.

My object was not to give them the right to put such an interpretation as might suit themselves, but to ascertain what was its understood meaning in the trade; what any of them would have had the right to exact in the event of being awarded the contract. Finding, however, a difference of interpretation, I made further inquiry as to which was the most generally accepted.

For this purpose I visited several of the other printing establishments of the city, and soon became convinced that the words "Impressions" and "Tokens" were in equal use, and that their quantities were as above stated, while the interpretation of Mr. Perrault was universally repudiated.

It will be seen from this that I would have been justified in accepting Mr. Lovell's interpretation, and extending his tender on that basis, especially as his price was so much higher than Messrs. White and Senécal's (90c. to 10c. and 15c. respectively) as to afford strong proof of his assertion that it was "Tokens" he had in his mind while filling up his tender. As, however, two out of the four considered the eight-page form as the most generally accepted

view, and it was necessary to place all on the same basis, I adopted it, giving Mr. Lovell the benefit of an explanation in my report to the Committee.

The difference, then, between the \$287.50 as calculated by me and the \$54.38 as made out by Mr. Desbarats, is that he has acted on Mr. Perrault's interpretation, while I have adopted the eight-page form.

2nd Charge.—That Auditor estimates D Demy paper, 20 reams.... \$140
while Mr. Desbarats shows that only 8½ reams..... 61

Answer.—In this case I obtained an estimate from Mr. Lovell, which shewed that about 12 reams would be required for the Annual Reports alone. Mr. Senécal has furnished a statement which claimed about double that quantity for all the work, and Mr. Desbarats had certified 13½ reams for the Reports alone paid to Mr. Perrault in 1880.

In the face of these facts I considered 20 reams a very reasonable estimate to cover the reports, factums, special reports, &c., and I think the Committee will agree with me.

How Mr. Desbarats assumes that 8½ reams will do what he certified 13½ reams for a portion (the greater portion, it is true) of, I leave that gentleman to explain.

3rd Charge.—That Auditor makes "Folding and Stitching per 100" come to..... \$160

While Mr. Desbarats makes same item only..... 87

Answer.—The same explanation is applicable here, Mr. Desbarats assuming 100 copies, while I adhere to the eight-page form. Herewith I submit a certificate, signed by all the leading printers of the city, certifying to the correctness thereof:

"We, the undersigned, Printers of the City of Montreal, hereby certify that we should consider the phrase "per 100 impressions" in a specification for printing work as meaning one hundred impressions of an eight-page form (Demy 8vo).

The word "token," which is also a technicality of the trade, and in equally general use, means two hundred and fifty impressions of an eight-page form (Demy 8vo).

The words "Folding and Stitching per 100" are understood in the same sense, viz: per 100 eight-page sheets (Demy 8vo).

D. BENTLEY & Co.

J. THEO. ROBINSON.

BERTHIAUME & SABOURIN.

J. M. PLINGUET.

BEAUCHEMIN & VALOIS.

LA CIE D'IMPRESSIONS CANADIENNE,

F. Thibault, Gérant.

J. STEWART, Herald.

RICH. WHITE, Man. Director Gazette
Printing Co.

BURLAND LITHOGRAPHIC Co., F. B.

Daken, Secretary.

JOHN P. WHELAN, Post Printing and
Publishing Co.

JOHN BEATTY, Manager, Mechanical
Department, Witness office.

JOHN LOVELL & SON.

EUS. SENEAL.

MORTON, PHILLIPS & BULMER.

BECKET BROS.

4th Charge.—According to Auditor, Presswork of Charter

would be..... \$1171 00

While Mr. Desbarats shews it would only come to..... 25 00

Answer.—This is too ridiculous to call for serious refutation. It is based on the same assumption as No. 1, and claims that Mr. Perrault intended to do the presswork of 2,000 copies of the Charter for twenty-five dollars,—or in other words one and one quarter cent (1¼c.) per volume for a book of over 500

pages—and yet Mr. Perrault accuses me of partiality again—him because I declined to act on such statements as this. Mr. Perrault sums up by claiming that these discrepancies represent a total difference of \$5,255.32, (five thousand two hundred and fifty-five dollars 32c.) to be deducted from my statement.

With reference to the first and fourth of these—both of which are press-work—I have shown that it is claimed on an hypothesis which is utterly untenable, and, therefore, cannot be admitted.

With reference to the second, viz: estimated quantity of paper, I have shown that the quantity actually certified by Mr. Desbarats and paid for to Mr. Perrault last year was 14 reams for the Annual Reports alone, which shews that I have only provided a margin of 6 reams to cover any increase in these and such other work as may be required in that shape. This reduces the affair to a matter of 6 reams at the very outside, which, at Mr. Perrault's price of \$7 per ream, would make only \$42, or \$252 in the six years.

But this is not all. Mr. Perrault forgets that the same quantity was charged in each case, and that a corresponding diminution would have to be made on all the others, so that the only legitimate cause of complaint he could make against the insertion of an excessive quantity would be to the extent of the difference between their prices and his, and, as Mr. Perrault's price for this item was \$7 and the others from \$5 to \$5.50, the entire difference could not exceed \$12 a year.

With reference to the third, viz: "Folding and Stitching," I have shewn that it is claimed on a basis equally at variance with the usual custom and acceptance of the trade, but that there exists evidences of his having so meant it, and, that if the personal interpretation of any of the tenderers were admitted, this would have to be allowed, and the difference it would make would be substantially what he represents, viz: \$373 a year.

5th Charge.—Submitting Mr. Perrault's tender to Mr. Lovell to look over all its prices.

Answer.—A great writer says that "a lie which is half a lie is ever the worst to meet"—the above statement belongs to this class.

It is not true that any of the tenderers had access to any tender except their own, and that only for the purpose of giving required explanations, until after my report was completed, signed, copied in the official Record Book, and ready for submission to the Committee, and when, practically, no result could follow any exposure of the Specifications.

At this point Mr. Senécal, hearing that Mr. Lovell's tender was declared to be the lowest, called and asked whether I had not included in my additions the item of binding of the Charter on the six years' aggregate instead of making a separate item of it for only one year, as had been done with the composition, presswork and paper of it.

I at once recognized the oversight, and saw that Mr. Senécal was entitled to be credited with the difference between his price and Mr. Lovell's on that item, but as my report had been completed I conveyed the information to the Committee in a postscript, and fully explained its effects.

Mr. Lovell, on his part, having heard of the charge, called soon after and asked if I had any objections to allow him to inspect the two Specifications, for

his own satisfaction on the point, and seeing no good reason to refuse it, I allowed him to do so.

This, and this alone, is the ground of the above charge. But while it is true that none of the tenderers saw the tenders of the others in my presence or with my consent, or even asked for so unwarrantable a privilege, it is worthy of notice that Mr. Perrault, in his Protest, criticises the prices, explanations, alterations (so-called) in the tenders of Messrs. Senécal, White, and Lovell, specifically alluding to a great many items by number and page, and pointing out the result of these as compared with his own.

It would be interesting to find out by what process of intuition Mr. Perrault became so familiar with them.

Finally.—Mr. Perrault accuses me of *partiality* against him.

Answer.—Should the foregoing explanations not be sufficient to remove this accusation I might add, generally, that Mr. Perrault has been treated with at least as much consideration as any of the others. Both he and Mr. White appeared to consider themselves as *hors de combat* from the beginning, and I certainly did not regard either of their tenders as capable of such modification as would place them in competition with either Mr. Senécal or Mr. Lovell. Still, all were treated alike; no explanation, either verbal or written, was asked of one which was not requested from all. These questions were not asked for the purpose of acting upon the answers, whatever those might be, as Mr. Perrault seems to assume, but for the purpose of getting all possible information first and then applying it in a reasonable and business-like way, in which each would be treated precisely alike.

But while it is true that every facility was afforded to each of the parties interested with strict impartiality, so far as I am capable of understanding such a sentiment, it is moreover a fact that Mr. Perrault has the least reason of all for affecting such a complaint; for, apart from his familiarity with all the departments, which gave him exceptional advantages, on which no restriction was placed, he asked myself personally for permission to see all correspondence which had passed between myself and the other tenderers.

No such request was made by any of the others, but, seeing no reason to withhold it, I handed him the whole.

After examination he asked if I would allow him to take copies for his own use. I complied, and furnished him the necessary material, when he wrote with his own hand transcripts of all.

He then asked if he might send his bookkeeper down to make a copy of a statement furnished by Mr. Senécal. I offered no objection, and his clerk spent the greater part of an afternoon in my office at that work.

And this is the gentleman who serves a Protest on the Committee, a few minutes before the hour of meeting, and apparently arranged so that I should be kept ignorant of it till it had had its effect charging me with partiality.

I have reason to believe that the above written charges are but specimens of many unwritten ones which have been industriously circulated of late, and with reference to either the one or the other, I ask here and now, in the presence of all the parties, the fullest enquiry or the completest retraction.

WILLIAM ROBB, *City Auditor.*

To the Mayor and Aldermen of the City of Montreal :

THE PETITION OF JOHN LOVELL & SON, OF THE CITY OF MONTREAL, PRINTERS AND PUBLISHERS,

RESPECTFULLY SHEWETH :

That at a meeting of the City Council, held on the 14th day of February last past, at which the question of the Contract for Printing and Stationery for the Corporation, and certain petitions and documents in relation thereto, came under consideration, it was Resolved to refer the entire question to the City Hall Committee, in order that the said Committee might take the subject into consideration, and make an investigation, and report thereon for the information of the Council.

That the City Hall Committee subsequently met on two several occasions, viz : on the 3rd and 5th days of March instant, but the said Committee did not enter upon any investigation with respect to the tenders for the said contract, and the Chairman refused even to open or look at a communication which Mr. Lovell, sen., respectfully handed to him on the 5th instant, with reference to a letter which the Committee had received from Mr. Perrault, and which had been read in Mr. Lovell's presence at the previous meeting of the said Committee held on the 3rd instant.

That under these circumstances your Petitioners are compelled to address themselves again to your worshipful body.

That your Petitioners respectfully represent that imputations of a serious nature have been made against them by Mr. Louis Perrault, in connection with your Petitioners' tender for the contract in question ; and more especially in certain paragraphs of a Protest served upon the City Hall Committee by Mr. Louis Perrault, in which he says :

"Whereas, moreover, Messrs. John Lovell & Son have quoted Tracing and "Drawing Paper, on page 38 of Specifications, at \$2, \$2.50, \$7.50, \$9, and \$11 "per yard (Items 3, 4, 5, 6 and 7 of said page), which prices, for two Rolls of "each kind, would represent a sum of \$8,998, which sum only would prove "higher than Mr. Perrault's tender, or if these prices of Lovell & Son are "intended so much per Roll instead of so much per yard, then the meaning "of the Specification is altered again.

"Whereas there can be no doubt in the mind of any unprejudiced person "that the items so quoted per yard in the said John Lovell & Son's [tender] "were so meant and understood by them, in the hope that they would be "overlooked, in order to make up for the very low and unprofitable charges "made by them for several of the items of said Specifications, and consequently their tender should not be entertained."

That while your Petitioners reserve to themselves the right to call the said Mr. Louis Perrault to account in a Court of Justice for the gross and malicious libel perpetrated in the above paragraphs (and which was deliber-

ately put forth by him after he had stated to several persons that he knew all along that Mr. Lovell's tender for said five items of paper was per Roll, but that to suit his own purposes he pretended to assume that our tender was per yard), your Petitioners are also interested in having the whole subject of the tenders for the said contract investigated and examined by the City Council, in order that justice may be done them in the premises, as they have already prayed by their former petition to the Council. We take the liberty to append a page giving Mr. Robb's and Mr. O'Meara's totals of Mr. Perrault's and our own tenders.

Wherefore your Petitioners pray that the City Council may be pleased to appoint a Special Committee to take the tenders for said contract, and all the petitions and other documents relating thereto, into immediate consideration, with instructions to examine fully into the said tenders, and report thereon without delay.

And your Petitioners will ever pray,

JOHN LOVELL & SON.

MONTREAL, 14th March, 1881.

THE PRINTING AND STATIONERY CONTRACT.

The Totals of Mr. ROBB's Statement show :—

Total of Tender of L. Perrault & Co. for 1st column only of Specifications for six years.....	\$60,965
Total of Tender of John Lovell & Son for 1st column only of Specifications for six years.....	44,464
Shewing L. Perrault & Co. to be the highest on 1st column by	<u>\$16,501</u>
Total of Tender of L. Perrault & Co. for 3 columns of Specifications for six years.....	\$101,957
Total of Tender of John Lovell & Son for 3 columns of Specifications for six years.....	63,304
Shewing L. Perrault & Co. to be the highest on 3 columns by	<u>\$38,653</u>
If L. Perrault & Co. be allowed the benefit of interpretations repudiated as absurd by the entire Printing Trade, the amount of their Tender, in either case, on 3 columns, would be reduced by \$5,040.	
Shewing their Totals for 1st column to be.....	\$55,925
If John Lovell & Son be allowed the benefit of interpretations within the meaning and usages of the Trade, the amount of their tender in each case would be reduced by \$1,632.	
Shewing their Totals for 1st column to be.....	<u>\$42,832</u>
Leaving L. Perrault & Co. still the highest on 1st column by....	\$13,093
And on the 3 columns highest by.....	<u>33,613</u>

Mr. O'MEARA's Statement, with nearly one-half of the items of the Specifications struck out and the quantities in many cases reduced, shows for six years, giving L. Perrault & Co. the full benefit of their interpretations as to Presswork, Paper, Stitching, &c.:*

L. Perrault & Co.....	\$41,751
John Lovell & Son.....	34,587

Shewing **L. Perrault & Co. higher than**

John Lovell & Son by. **\$7,164**

It is evident from the above statements that our Tender is far below that of Messrs. L. Perrault & Co., and it is incomprehensible that the City Hall Committee, with these figures before them, should have awarded the contract to the latter. Fortunately the decision of the Committee is subject to the approval of the Council.

We have been given to understand that the fact of our not being French Canadians was, in the eyes of some of the Committee, an obstacle to our being awarded the contract. We may be permitted to remark that questions of nationality have never been considered in our establishment. During a residence of upwards of 60 years in the City of Montreal, the head of our firm has always been a large employer of French Canadian labor, and at the present moment 51 French Canadians are engaged in various positions in our establishment. We trust, therefore, we are not expecting too much when we look for fair play at the hands of the representatives of our fellow-citizens. No favor is asked, but simply that the contract may be awarded to the lowest tenderer.

JOHN LOVELL & SON

MONTREAL, 14th March, 1881.

MR. PERRAULT'S PROTEST.

On this day, the ninth of the month of February, in the year of our Lord one thousand eight hundred and eighty-one,

At the special instance and request of Louis Perrault, of Montreal, Printer and Lithographer, trading under the name, style and firm of "Louis Perrault & Co.,"

Mr. Henri Alexandre Abdon Brault, the undersigned Notary Public, duly commissioned and sworn in and for the Province of Quebec, one of the Provinces of the Dominion of Canada, residing at the city of Montreal in the district of Montreal,

Personally went and repaired to the City Hall of the City of Montreal for the purpose of meeting the Mayor and Aldermen of the said City of Montreal.

Where being and speaking to Patrick O'Meara, the Assistant City Clerk, the undersigned Notary, at the request aforesaid, did declare as follows, to wit:

Whereas the Auditor of the City has made a certain report misrepresenting the facts, whereof the effect should damage and injure before the public the

* Such items as Blotting Pads, for which L. Perrault & Co. tendered for \$35 per gross—John Lovell & Son for \$15, being \$20 less than Perrault on this one item. Such gross and corrupt dishonesty is in keeping with Patrick O'Meara's general conduct throughout this dirty business

interests of said Louis Perrault, inasmuch as the same has been printed, distributed and was reproduced by the newspapers.

Whereas said report alluded to the prices and charges made by said Louis Perrault in his tender to obtain from the said City Hall certain Job Printing, &c., and that it is proper and necessary to establish the incorrectness and contradiction of said report by which the facts are altered and shown in a wrong or perfidious way.

Whereas said Louis Perrault complains of the following entries and statements made by said City Auditor, viz.:

1. Statement No. 1. Item 52. Presswork—By which it appears that the charges would be two hundred eighty-seven dollars and fifty cents, while the same items calculated by Mr. Geo. E. Desbarats, late Queen's printer, acting then on behalf of the City of Montreal, would be fifty-four dollars and thirty-eight cents.

2. Same statement. Item for paper No. 1 D. Demy—According to said City Auditor, one hundred and forty dollars for twenty reams of said paper, while said Desbarats measured the necessary paper for said reports to be only eight and three-quarter reams, amounting only to sixty-one dollars and twenty-five cents.

3. Same statement. Item 52. Folding and stitching—According to the said City Auditor four hundred and eighty dollars, while the said Desbarats makes it to be only eighty-seven dollars, the above figures alone showing a difference in favor of said Louis Perrault of six hundred and eighty-four dollars and eighty-seven cents yearly, or a total for six years of four thousand one hundred and nine dollars and thirty-two cents.

4. Statement No. 2. Charter—According to said City Auditor the presswork would amount to eleven hundred and seventy-one dollars, while according to said Desbarats' calculation it would amount only to twenty-five dollars, making another difference of eleven hundred and forty-six dollars.

This last item added to the above ones for reports would make a total difference of five thousand two hundred and fifty-five dollars and thirty-two cents to be reduced from said statement.

Whereas the statements of said City Auditor contain many other errors of the same kind, and prove but partiality on the part of said City Auditor against said Mr. Perrault, and as a proof thereof said Perrault states that said City Auditor has written to the four different tenderers, asking their definition of items for presswork, folding and stitching so as to form a basis for calculation for said items, but did not see fit to accept of his explanations by letter as requested to do, though the explanations given by said Perrault were clear, and upon which no misunderstanding could be had, as Mr. Desbarats understood them as well, and not only Mr. Desbarats but the said City Auditor himself, who felt so astonished when Mr. Perrault handed him his letter of explanation that he could not help but say, "Do you mean to say, Mr. Perrault (taking out a pamphlet from his pigeon hole), that you would print this pamphlet for a dollar and twenty cents per hundred copies for presswork?" To all which Mr. Perrault replied, "I would be only too glad to do so." "Then," he answered, "at that rate your tender might be the lowest."

Whereas Mr. Perrault further complains of the following irregularities in Mr. White's and Mr. Sénécal's tenders, which are of such a nature that they cannot be entertained and taken into consideration for the following reasons : the former having altered the form and specification on page 38, by erasing with a pen items of drawing paper of which a quotation was asked per yard and quoting the same in writing *per roll*; furthermore, the same party giving price of tape lines of various sizes in body of Specification, and making no extension of the same in the column to that effect in order apparently to reduce the total amount of his tender. The latter having not priced a number of items on pages 33 and 34 of the Specification; for instance, on page 33, items Nos. 69, 78, 79, 80, 81, 82, 83, 84, 85, 86 and 87, and on page 34, Nos. 89, 90, 91, 92, 93, 94, 95, 96, 97, 99, 100, 104 and 105. These items being then opened to be considered as extras, and to be charged at outside prices, while said Perrault has regularly tendered for the same.

Whereas, moreover, Messrs. John Lovell & Son have quoted tracing and drawing paper on page 38 of Specification at two dollars, two dollars and fifty cents, seven dollars and fifty cents, nine dollars and eleven dollars per yard items 3, 4, 5, 6 and 7 of said page), which prices for two rolls of each kind, would represent a sum of eight thousand nine hundred and ninety-eight dollars, which sum only would prove higher than Mr. Perrault's tender, and if these prices of Lovell & Son are intended so much per roll instead of so much per yard, then the meaning of the Specification is altered again.

Whereas there can be no doubt in the mind of any unprejudiced person that the items so quoted per yard in the said John Lovell & Son's were so meant and understood by them in the hope that they would be overlooked in order to make up for the very low and unprofitable charges made by them for several of the items of said Specification, and consequently their tender should not be entertained.

Whereas Mr. Perrault's tender was handed over by said City Auditor to said John Lovell & Son for them to look over all its prices, and that if new tenders are asked for the above mentioned competition they will have an advantage over him, being so well acquainted with the whole of his tender.

Whereas, moreover, said Louis Perrault has complied with all the formalities mentioned in the tender form, has deposited his cheque of one thousand dollars in the hands of the Assistant City Clerk as exacted on said tender :

Therefore these presents witness,

That said Louis Perrault has protested, as by these presents he protests by reason of the above facts against the Mayor, the Aldermen of the City of Montreal, the City Auditor, and against all others the same may concern, if by any means they make use of subterfuges for not accepting at once his tender, promising said Perrault on his part to comply with all the conditions set forth in the form tender. And in the event the said Louis Perrault would meet with a refusal, he will hold the said Mayor and Aldermen of the City, the City Auditor and all others responsible for all losses, hurts and damages already had and suffered, and to be hereafter had and suffered.

And to the end so that the said Mayor and Aldermen, the City Auditor and the members of the City Hall Committee may not have cause to plead ignorance, the undersigned Notary Public, speaking as aforesaid, has delivered, speaking as aforesaid, two copies of these presents, whereof one to be remitted to the Mayor and Aldermen and the other copy to the members of said City Hall Committee under whose control is the said City Auditor.

This done and signified at the said City of Montreal, at the place and on the day, month and year first above and before written, under the number two thousand seven hundred and ninety-three, and signed by the undersigned Notary in testimony of the premises.

(Signed), H. A. A. BRAULT, N.P.

A true copy of the original hereof remaining of record in my office.

H. A. A. BRAULT, N.P.

THE PRINTING SCANDAL.

To the Editor of THE STAR.

SIR,—In your issue of yesterday, I notice that the City Hall Committee (that is, *two* of the three members present at the meeting) have ordered that Messrs. Louis Perrault & Co. be paid at the rate of \$2 per page for printing the Factum in the case of Grant vs. Beaudry (the Orange case), consisting of 76 pages, the number of copies being 60.

Permit me to state that this is a startling deviation from the price at which Messrs. Louis Perrault & Co. tendered to do similar work, viz., \$1.35 per page. On being made aware of this fact, perhaps the *two* members of the City Hall Committee who passed the resolution in question will reconsider the matter and thereby prevent a scandalous waste of the public money.

I may add that, five years ago, my Company tendered to do similar work for the Corporation at the rate of \$1.05 per page, a fact which shows that on this item alone the city has been made to pay a large amount in excess of contract prices. As, however, I purpose publishing an *exposé* of the Perrault-Corporation Scandal immediately after the report of the examination of Mr. Perrault's accounts for the last five years shall have been laid before the City Council, I defer for the present any further remarks upon the subject.

Yours obediently,

JOHN LOVELL.

Montreal, 30th July, 1881.

MONTREAL, 3rd August, 1881.

JOHN LOVELL, ESQ.,
City.

DEAR SIR,—Mr. Perrault asks me to enquire if you have objection to sending "the pamphlet which you allude to as being \$80 over paid" to my office, to be measured there by Mr. Desbarats and himself. I told him I would write as he requested, but could not say if you would comply.

Yours truly,

WM. ROBB.

P.S.—Or say what one it is.

MONTREAL, 4th Aug., 1881.

WM. ROBB, Esq.,

City Auditor.

DEAR SIR,—I regret that my absence from the city yesterday prevented an immediate answer to your note with reference to the Pamphlet as to which I have accused Mr. Perrault of making an over-charge of \$84.57. I most decidedly object to allow the copy to pass out of my possession even for the purpose of being examined and counted in your office by Mr. Perrault and Mr. Desbarats.

Some time ago Mr. Perrault called upon me for the pamphlet in question saying that Mr. O'Meara had made a great mistake in letting me have it, and when I refused to part with it he said that Mr. O'Meara would insist on having it as it was part of his office records.

I may state that I received three pamphlets at the time tenders were called for as samples of the work I would be required to do in case I got the contract.

The certificates are curiosities. I could not resist having *fac-similes* made of them. A proof of them is sent you herewith, of which you are at liberty to make any use you please. You will observe that the covers and putting for 200 copies, 28 pages, are charged \$5.50, while 200 copies, 20 pages, are charged \$6.50. How can the upright George E. Desbarats account for or explain the recklessness of his extraordinary certificates?

Mr Perrault's tender gave him \$1.75 a hundred for the covers and doing up, but he seems to have nearly doubled the charge.

I hope he will adhere to the voluntary offer made in my presence, that if he was proved guilty of making any overcharges he would refund the amounts as he had plenty of money. I could not help telling him then that he would have a good deal to refund if I was to judge by the positive proof in my possession. As he seemed very anxious to see the pamphlet on which I accused him with having made an overcharge of \$84.57, I said to him that the best way to find it was to begin from the first pamphlet he printed for the Corporation up to the end of his contract, that he would be sure to find it and as he had become so virtuous as to promise to refund all his overcharges, I thought he would get rid of some of his ill-gotten wealth. Of course he could not have succeeded in getting a dollar over what was justly due to him if Mr. George E. Desbarats and Mr. Patrick O'Meara had not proved ready tools to further his purposes. But I shall not enter further at present into this unsavory matter, as I purpose setting a statement of my treatment by the City Hall Committee before the public at an early day, with full particulars of the mode by which the city exchequer has been depleted by designing men.

I may add that you are at liberty to make such use of this communication as you see fit.

Yours obediently,

JOHN LOVELL.

THE PRINTING CONTRACT.

The City Auditor's Report on Mr. Perrault's Charges.

The following is the report made by Mr. Wm. Robb, City Auditor, in relation to the prices charged by Mr. Perrault during the last five years. The Finance Committee retained it, without action, till the 7th Sept., instant, 1881.

To the Chairman of the Finance Committee :

SIR,—In compliance with the resolution of your Committee, directing me to examine all accounts paid to Messrs. Perrault, to compare the prices charged therein with those of the contract, and to report any departure from the conditions thereof, I beg respectfully to report :—

1. That notwithstanding the voluminous nature of the specifications the greater portion of the articles which have been furnished have no corresponding description therein, and consequently a comparison of their prices cannot be made.

2. That a clause of the contract provides that where articles extra to the specification are required, they will have to be furnished at *pro rata* rates.

3. That enquiry shows that such articles have been charged at the ordinary retail prices prevailing at the time.

4. As examples of departure from the *pro rata* principle I append the following :—

a. The contract price of Stephens' Red Ink is \$6.50 per doz. for quarts. The whole of the supplies have been in pints, at \$5.50 per doz. for pints.

b. 150 copies of the Mayor's speech in 1876 amounts per contract to \$27; 30 extra copies in advance with proofs to papers are charged \$20.

c. 250 posters are charged \$20, which is the contract rate of \$8 per 100, but an extra charge of \$10 is made for printing in red instead of black ink.

d. Factums which are not specifically mentioned in the contract, are charged \$2 per page, not at the regular rate of press-work.

5. As examples of direct departure from the conditions of the contract, I submit the following :—

The contract price for folding, stitching and covering pamphlet work is \$1.75 per 100. \$1.75 has been allowed for folding and stitching, and \$1.50 for covering.

The contract price for Carter's Ink is \$7 per doz. The supplies have been charged at \$9 and \$10 per doz.

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The contract price for Faber's pencils is \$5 per gross. The supplies have been charged at \$7.

The contract price for blue and red pencils is \$12 (Dickson's). The supplies have been charged \$15 (Faber's).

6. As examples of some of the miscellaneous items which appear to call for explanation, as being excessive, I append the following:—

$\frac{1}{2}$ ream of white hd ld paper ruled and printed. (I have not been able to trace what this is.).....	\$35 00
3 boxes manilla envelopes. (\$1.75 p. m. is the only corresponding item in contract).....	10 30
3 tin boxes for papers.....	44 00
8 desk-pads, $2\frac{1}{2}$ x 2, Barreau's patent.....	20 00
150 pamphlets for the Water Department (valves and stopcocks), partly bound in linen and partly in leather. (Or over \$2 each, which appears very high).....	318 63

As regards the more important item of "Presswork," including, as it does, composition and paper, I am not in a position to speak, as it can be verified only by a practical printer.

I sent a quantity of the work to two of those who had not themselves been tenderers. One, after retaining it about ten days, returned it with an apology for being unable, through press of business, to overtake the work, and the other, at the end of a couple of weeks, had been able only to do it so partially that I concluded to leave that portion of the contract to be dealt with by your Committee on the evidence which is already before it in the protest of Messrs. Lovell & Son, who have submitted figures claiming that it has been greatly over-estimated.

The whole, nevertheless, respectfully submitted,

WILLIAM ROBB, *City Auditor*.

City Hall, Montreal, 26th July, 1881.

In this Report of Mr. ROBB's, I notice that Mr. Perrault will find that he will have to refund. Never mind, he has plenty of money.

FELLOW CITIZENS, secure for me an examination of Lovell & Co.'s Accounts (under Contract) against the Corporation of the City of Montreal, and I may place before you some startling over-charges, and, perhaps, charges of another nature.

Your obedient servant,

JOHN LOVELL.

Montreal, 27th September, 1881.

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THE CORPORATION PRINTING.

THE City Hall Committee held a meeting yesterday to consider the Tenders for the City Printing for the coming six years, when tenders were opened from the following establishments: L. Perrault, Gazette Printing Co., Senécal & Co., and John Lovell & Son. Messrs. Lovell's Tender was by far the lowest. but it was explained by Mr. O'Meara, Assistant City Clerk, and Mr. Robb, City Auditor, that there were great differences between the tenders in the case of some items, and at their suggestion they were directed to look into the tenders and decide which would be most advantageous for the city, and to report to an adjourned meeting of the Committee on Tuesday next. With the view of assisting the public and Messrs. O'Meara and Robb in forming a correct opinion, we publish below a table showing the figures of each tender. The ordinary business man would have little difficulty in determining which tender should be accepted, and it is to be supposed that Messrs. O'Meara's and Robb's investigation will simply be as to whether the work and security of the lowest tenderer are satisfactory. The table shows that, by giving the contract to the lowest tenderer, the city will be saved \$11,016 in the six years over which it will extend. A hint to the Committee will not be out of place. Messrs. Perrault's contract expired December 14th, and since that time they have been doing the city work presumably at their own price; therefore, the quicker the matter is decided the better it will be for the city.

For One year.	1st column.	2nd column.	3rd column.	Aggregate.
L. Perrault.....	\$7,805	\$4,650	\$2,119	\$14,574
Gazette Printing Co.....	7,912	3,482	1,195	12,589
Senécal & Co.....	6,734	2,952	992	10,678
John Lovell & Son.....	5,475	2,580	787	8,842
For Six Years.	1st column.	2nd column.	3rd column.	Aggregate.
L. Perrault.....	\$46,830	\$27,900	12,714	\$87,444
Gazette Printing Co.....	47,472	20,892	7,170	75,534
Senécal & Co.....	40,404	17,712	5,952	64,068
John Lovell & Son.....	32,850	15,480	4,722	53,052

Showing that John Lovell & Son's tender for six years is lower by \$34,392 than Perrault; \$22,482 lower than The Gazette Printing Co.; and \$11,016 lower than Senécal & Co.—*Daily Star, Jan. 12, 1881.*

WIRE PULLING.

CORPORATION PRINTING AND STATIONERY.

The following are the Reports and Statements which have been submitted to the City Hall Committee, in this matter, at their meeting, held on 28th ult., to come to a decision as to which was the lowest tender.

REPORT OF WM. ROBB, Esq., City Auditor.

TO THE CHAIRMAN AND MEMBERS CITY HALL COMMITTEE,

GENTLEMEN,—The undersigned, with reference to the Printing and Stationery "Tenders," begs respectfully to report as follows:—

In the original tenders, as submitted by the tenderers, the first column was supposed to represent the full cost of each item, and the total addition thereof was regarded as representing the aggregate yearly supply. It was found, however, that items No. 51 to No. 59, on page 12, to wit, "Composition," "Presswork per 100 Impressions," "Paper," "Folding and Stitching per 100," and "Covers," were extended, not at the aggregate cost but simply at the "Rate" per 1000 ems, &c., and to ascertain which tender was really the lowest it became necessary to extend the quantities of these at the respective rates of each.

Some difficulty was experienced, however, as to the interpretation of the second and fourth of the above items, and in order to solve it a note was addressed to each tenderer, asking for a definition.

Relative to the first of these, "Presswork, per 100 Impressions," Mr. Perrault replied that "it means 100 copies of each Report, Pamphlet or Book of any size."

Messrs. White and Senécal considered it as "100 copies of a form of eight pages."

Mr. Lovell says he regarded it as a "Token" or 250 Impressions of 8 pages (equal to 100 copies of 20 pages).

Inasmuch, however, as 100 copies of 8 pages appeared to be the most generally accepted meaning in the trade, I have calculated all on that basis.

With regard to the other item, viz: "Folding and Stitching per 100:"

Messrs. Perrault, White and Lovell consider it as applying only to such portions of the City work as may be required in that form, while Mr. Senécal insists that it applies to bound books as well, and that his price for binding does not include the cost of "Folding and Stitching," in other words, that his tender supposes that the quotation

for "Folding and Stitching" would be chargeable over and above his quotation for binding.

Mr. Perrault, moreover, considers the *quantity* as 100 full pamphlets of any size—Messrs. White, Sénécal and Lovell as 100 eight-page forms.

In order to arrive at the amount of composition I have taken the quantities certified and paid for during the previous year, and added about a quarter of a million ems to cover a margin.

Statement No. 1 shews the estimate of items Nos. 51–59 made up on this basis, which have to be added to column No. 1 to shew the total of the year.

Statement No. 2 shews the estimate of the proposed publication of the Charter, which has to be added once during the six years.

Statement No. 3 shews the final result, by which it will be seen that Mr. Lovell's tender is the lowest, and, inasmuch as the interpretation put on the items of "Composition" and "Presswork" tells against him all through, it is unnecessary to shew separate statements in detail on the other supposition. Suffice it to say that, if Mr. Lovell's own interpretation were applied to his tender, it would reduce his figures about \$1200 more in the course of the six years (or \$200 per annum), and he states, in writing, that such was his intention, and he intends to abide by it.

The whole respectfully submitted.

WILLIAM ROBB, *City Auditor.*

Postscript.—Since writing the above, my attention has been called to the fact that the addition of the 1st column includes the item of *binding* of the Charter, which occurs only once during the six years, and should therefore have been deducted previous to multiplying the figures by six, and added, once for all, to the product.

As this item in Mr. Sénécal's tender is \$900 while in Mr. Lovell's it is only \$375, the difference, when multiplied by five, neutralizes the margin between them, and shews a balance in favor of Mr. Sénécal of \$164.

Seeing that the figures now approach each other so closely, it seems only fair to take notice of some minor matters which appeared unnecessary when the difference was greater.

One of these is the item of "Folding and Stitching," which Mr. Sénécal claims he intended to charge, not on the Pamphlet work only as recognized by me, but on all book work as well, which would reduce this difference about one-half, and Mr. Sénécal claims that the wording of the Specifications bears out this interpretation. Then, if Mr. Sénécal's

interpretation of the Specification be admitted, how can that of Mr. Lovell be denied? Both stated them in writing before commencing the analysis — and on Mr. Lovell's understanding of the item "Presswork" a further difference of \$1200 appears in his favor.

Mr. Lovell, however, goes further than this, and claims that he has been placed at a disadvantage in the amount of composition estimated by me, which he says is far beyond what the data warrants, and which would have materially affected his tender had he so understood it. Mr. Lovell also claims that in several other items his tender is really lower than Mr. Sénécal's, although it appears higher by the method of calculation which has been adopted; and in several instances, which I shall point out to your Committee, there is room for the assertion, although on the basis on which I set out I was obliged to adhere to one method of interpretation.

W. R.

Here follows tabular statements prepared by WM. ROBB, Esq., City Auditor, in connection with his report:

No. 1.

Estimates of items Nos. 51-59, on page 12 of Specifications.

L. Perrault:

51—Composition at 40c. per 1000 ems, say 2,250,000 ems, would be.....	\$900 00
52—Presswork at \$1.25 per 100, 8 pages, say 230 impressions, would be.....	287 50
53-57—Paper, say No. 1, 36 D. D. at \$7 per ream, say 20 reams, would be.....	140 00
58—Folding and Stitching at \$2 per 100, 8 pages, say 230, would be.....	460 00
59—Covers at \$5 per 100, say 5000, would be.....	250 00
	<hr/> \$2,037 50

R White:

51—Composition at 40c., as above.....	900 00
52—Presswork at 10c., as above.....	23 00
53-57—Paper at \$5, as above.....	100 00
58—Folding and Stitching at 10c., as above.....	23 00
51—Covers at 50c., as above.....	25 00
	<hr/> 1,071 00

E. Sénécal:

51—Composition at 35c., as above.....	787 50
52—Presswork at 15c., as above.....	34 50
53-57—Paper at \$5.04, as above.....	100 80
58—Folding and Stitching at 3½c., as above.....	8 05
51—Covers at 60c., as above.....	30 00
	<hr/> 960 85

John Lovell & Son :

51—Composition at 50c., as above.....	\$1125 00
52—Presswork at 90c., as above.....	207 00
53-57—Paper at \$5.50, as above.....	110 00
58—Folding and Stitching at 30c., as above.....	69 00
59—Covers at \$2.50, as above.....	125 00
	<hr/> \$1636 00

No. 2.

Estimated cost of the Charter and By-Laws under the different tenders.

Perrault :

Composition 40c., say 900,000 ems.....	\$ 360
Presswork \$1.25, say 937½ impressions.....	1171
Paper 42 lbs. \$8, say 50 reams.....	400
Composition for French copies.....	360
	<hr/> \$2,291

White :

Composition 40c., say 900,000 ems.....	360
Presswork 10c., say 937½ impressions.....	94
Paper 42 lbs. \$5.80, say 50 reams.....	290
Composition for French copies.....	360
	<hr/> 1,104

Senécal :

Composition 35c., say 900,000 ems.....	315
Presswork 15c., say 937½ impressions.....	140
Paper 42 lbs. \$6.30, say 50 reams.....	315
Composition for French copies.....	315
	<hr/> 1,085

Lovell :

Composition 50c., say 900,000 ems.....	450
Presswork 90c., say 937½ impressions.....	843
Paper 42 lbs. \$6.50, say 50 reams.....	325
Composition for French copies.....	450
	<hr/> \$2,068

No. 3.

Recapitulations.

L. Perrault :

Gross amount Original Tender.....	\$14,574	
Add items 51-59.....	2,037	
	<hr/>	
	16,611 x 6=	\$99,666
Add Charter during 6 years.....	2,291	
	<hr/>	\$101,957

* If the latter (Messrs. Lovell's) were calculated on their own interpretation of the items "Composition" and "Presswork" (and which they state in writing their intention to adhere to), the figures would show about \$1200 less, while Mr. Senécal's would be slightly increased by the same process.

70 *Statement of the Tenders for the Printing and Stationery*

	<i>Totals for 3 cols.</i>	<i>Totals for 6 years.</i>	
R. White :			
Gross amount Original Tender.	\$12,589		
Add items 51-59.....	1,071		
	<u>\$13,660</u>	$\times 6 = 81,960$	
Add Charter.....		1,104	
		<u> </u>	83,064
E. Senécal :			
Gross amount Original Tender	\$10,678		
Add items 51-59.....	960		
	<u>11,638</u>	$\times 6 = 69,828$	
Add Charter.....		1,085	
		<u> </u>	70,913
John Lovell & Son :			
Gross amount original tender.	\$8,842		
Add items 51-59.....	1,636		
	<u>10,478</u>	$\times 6 = 62,868$	
Add Charter.....		2,068	
		<u> </u>	64,936

Original Tenders—1st Column only.

L. Perrault :			
Original tender 1st col., less rates 51-59...	\$7,742		
Add items 51-59.....	2,037		
	<u>9,779</u>	$\times 6 = 58,674$	
Add Charter.....		2,291	
		<u> </u>	60,965
R. White :			
Original tender 1st col., less rates 51-59...	\$7,870		
Add items 51-59.....	1,071		
	<u>8,941</u>	$\times 6 = 53,646$	
Add Charter.....		1,104	
		<u> </u>	54,750
E. Senécal :			
Original tender 1st col., less rates 51-59...	\$6,680		
Add items 51-59.....	960		
	<u>7,640</u>	$\times 6 = 45,840$	
Add Charter.....		1,085	
		<u> </u>	46,925
John Lovell & Son :			
Original tender 1st col., less rates 51-59...	\$5,430		
Add items 51-59.....	1,636		
	<u>7,066</u>	$\times 6 = 42,396$	
Add Charter.....		2,068	
		<u> </u>	44,464

Below is the letter of Messrs. John Lovell & Son, in explanation of their tender, and for comparison with other tenders, together with statements A, B and C, clearly showing the relative position of Messrs. Senécal & Co. and themselves :

OFFICE OF JOHN LOVELL & SON,
MONTREAL, January 26, 1881.

WILLIAM ROBB, ESQ., *City Auditor*,

SIR,—We understand that in the Report to be submitted to the City Hall Committee on the tenders for Printing and Stationery, the item of Presswork in our tender has been computed on a basis of 90 cts. per 100 impressions of 8 pages, in the face of the fact that you have our letter, in answer to an inquiry as to how we regarded this item, in which we stated that we meant a *Token* of 250 copies of each 8 pages, a phrase generally used. As this was what we meant in tendering, and having notified the Assistant City Clerk to that effect, in writing, we claim that we are entitled to have this item so extended in computing our tender. We give here the result of this item as computed by you, and also computed as we meant it :

Current presswork, 1 year, as computed by you, 230 at 90c....	\$207 00	
Computed as we meant in tendering, 92 tokens at 90c.....	82 80	
Reduction in 1 year.....	—	\$124 20
Reduction for 6 years.....	—	745 20
Charter presswork as computed by you, 937½ at 90c.....	\$843 75	
Computed as we meant in tendering, 375 tokens at 90c.....	337 50	
Reduction in Charter.....	—	506 25
Total reduction on presswork in our tender computed according to what we meant as declared in letter to Assistant City Clerk.....	\$1251 45	

Then again on the item of Composition in tenders we take exception to the quantity estimated as likely to be required by the City for 1 year. It is estimated at 2,250,000 ems. This is fully 400,000 ems in excess of what will be required, taking the year 1880 as a basis. If quantity be placed therefore for this item at 1,850,000 ems, this item in our tender will be reduced as follows :

Estimated quantity.....	2,250,000 ems.
Required quantity.....	1,850,000
Reduction.....	400,000 at 50c \$200

Our tender on this being reduced in one year \$200 and for six years the reduction would be \$1200.

We might also mention another item on which we are exceptionally low as compared with another tender. Our tender for Letter Books is for 1000 page 4to books \$2.50 per vol., and for 500 page 4to books \$1.75 per vol., while the other tender asks \$15 and \$7.50 respectively for these items. If these items were computed at the quantities required, the difference in our favor and against this other tender would be increased by fully \$500 in the six years. We believe these items are now merely computed for 1 vol. of each.

We have taken the liberty to prepare statements A, B and C, which we submit as a fair comparison of the tenders of Messrs. Senécal & Co. and ourselves.

We also beg to draw your attention to the fact that on page 38 of Specifications, for items 3, 4, 5, 6, 7, we have tendered at so much per *roll* and as Mr. Senécal has tendered at so much per *yard*, we claim to have the amount of our tender reduced by putting us on an equal footing on these items. The reduction thus effected in our favor amount, on these items in one year, to \$30.62, and for six years to \$183.72.

We have also reason to know that a number of items on pages 33 and 34 of Messrs. Senécal's tender are not priced, in leaving those items open to be considered as extras to be charged at outside prices, and for which we inserted in every case actual prices, to wit: page 33 of Specification, Nos. 69, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87; and on page 34, Nos. 89, 90, 91, 92, 93, 94, 95, 96, 97, 99, 100, 104, 105, being left in blank by Messrs. Senécal & Co.

In the matter of paper for the Charter, the quality on which the present computations are based is No. 1, 42 lb. D Demy. The quality really intended to be used is 60 lb. D Medium. Below we show a comparison which increases the difference in our favor against Messrs. Senécal & Co., on this head:

Paper for Charter now computed as No. 1, 42 lb. D.D.		Paper to be used for Charter, Double Medium, 60 lb.	
Senécal & Co., 50 reams at \$6.30.....	\$315 00	Senécal & Co., 50 reams at \$12.....	\$600 00
John Lovell & Son, 50 reams at \$6.00.....	325 00	John Lovell & Son, 50 reams at \$9.....	450 00
Against us.....	\$ 10 00	In our favor.....	\$150 00
Leaving \$140 in our favor on this item.			

Yours obediently,

JOHN LOVELL & SON.

A

Estimate of Items 51 to 59, page 12 of Specifications.

John Lovell & Son:

No. 51, composition at 50c. per 1000 ems, 1,850,000.....	\$925 00
52, presswork at 90c. per token of 250 impressions of 8 pages, 92 tokens.....	82 80
53-57, paper at \$5.50 per ream, 20 reams.....	110 00
58, folding and stitching at 30c., 230.....	69 00
59, covers at \$2.50 per 100, 5,000.....	125 00
	————\$1,311 80

Estimated cost of Charter and By-Laws.

John Lovell & Son:

Composition at 50c., say 900,000 ems.....	\$450 00
Presswork, 90c. per token of 250 impressions of 8 pages, say 375 tokens.....	337 50
Paper 60 lb. D. Medium at \$9 per ream, say 50 reams.....	450 00
Composition for French copies.....	450 00
	————\$1,687 50

Estimate of Items 51 to 59, page 12 of Specifications.

E. Senécal & Co.:

No. 51, composition at 35c. per 1000 ems, 1,850,000..	\$647 50
52, presswork at 15c. per 100 impressions of 8 pages, 230.....	34 50
53-57, paper at \$5.04 per ream, 20 reams.....	100 80
58, folding and stitching at 3½c., 230.....	8 05
59, covers at 60c. per 100, 5,000.....	30 00
	<hr/> \$820 85

Estimated cost of Charter and By-Laws.

E. Senécal & Co.:

Composition at 35c., say 900,000 ems.....	\$315 00
Presswork at 15c. per 100 impressions of 8 pages, say 937½.....	140 00
Paper 60 lbs. at \$12 per ream, say 50 reams.....	600 00
Composition for French copies.....	315 00
Folding and stitching (he states he expects to charge this in addition to binding) 937½ at 3½c.....	32 80
	<hr/> \$1,402 80

B

Statement of Reduction affected by computing Items 3, 4, 5, 6, 7, on page 38 at per yard instead of, as we tendered, per roll.

Per Roll.	Per Yard.	Difference.
No. 3— 2 50	0 12	2 38
4— 2 00	0 10	1 90
5— 7 50	0 32	7 18
6— 9 00	0 38	8 62
7—11 00	0 46	40 54
<hr/> 32 00	<hr/> 1 38	<hr/> 30 62 in one year.
1 38		

30 62 reduction in our tender, in one year.

\$183 72 “ “ “ in six years.

E. Senécal & Co.:

1st Col.—Original tender, less rates, 51

to 59.....	\$6,680 00
Add items 51 to 59.....	820 85
	<hr/> 7,500 85 x 6 years.
	45,005 10
Add Charter.....	1,402 80
	<hr/> \$46,407 90
Total for 6 years.....	

74 *Statement of the Tenders for the Printing and Stationery*

John Lovell & Son :

1st Col.—Original tender, less rates, 51 to 59.....	\$5,430 00
Add Items 51 to 59.....	1,311 80
	<hr/>
	\$6,741 80
Less difference on Items 3, 4, 5, 6, 7, page 38 of Specification, we tendered by roll, and claim to be counted per yard.....	30 62
	<hr/>
	\$6,711 18 x 6 years.
	<hr/>
	\$40,267 08
Add Charter.....	1,687 50
	<hr/>
	41,954 58
Difference in favor of John Lovell & Son...	<hr/>
	\$4,453 52

C

Reduction effected in amount of Tender of John Lovell & Son in six years, when computed on the basis claimed by them.

Reduction on Presswork, 6 years.....	\$1,251
“ “ Composition, 6 years, 2,400,000 ems at 50c.....	1,200
“ “ Drawing Paper, &c., items 3, 4, 5, 6, 7, 6 years, page 38 of Specifications.....	183
	<hr/>
	\$2,634

Increase of difference effected in favor of John Lovell & Son and against Sénécal & Co., on the computations claimed by John Lovell & Son, in six years :

Reduction on Presswork, 6 years.....	\$1,251
“ “ Composition, 6 years, 2,400,000 ems at 15c., the difference between John Lovell & Son and Sénécal & Co....	360
“ “ Drawing Paper, 3, 4, 5, 6, 7, page 38 of Specifications.....	183
“ “ Letter Books.....	400
“ “ Paper for Charter.....	140
	<hr/>
	\$2,334

Although Messrs. Robb and O'Meara were appointed to make a joint report on the tenders, on enquiry we find that up to within a few minutes before the meeting of the Committee Mr. O'Meara informed Mr. Robb and others that he would not sign his, Mr. Robb's Report, as his own was much more favorable to John Lovell & Son. He stated in effect that his report would show John Lovell & Son to be the lowest by over

\$2,000, which the following statement, prepared by himself, and laid before the Committee, clearly proves :

Mr. O'Meara's Comparative Statement of requirements for six years.

years.

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453 52

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Son and

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r. Robb

his own

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by over

Perrault.

Ordinary work.....	\$5,336 92
Annual Reports	1,006 63
	6,343 55
	38,061 30
Once in 6 years.....	726 00
Printing Charter.....	1,714 60
Plain Binding.....	750 00
Gilt do	500 00
	41,751 90

White.

Ordinary work.....	4,758 27
Annual Reports.....	880 45
	5,638 72
	33,832 32
Once in 6 years.....	962 00
Printing Charter.....	1,611 60
Plain Binding.....	900 00
Gilt do	750 00
	\$38,055 92

Senécal.

Ordinary work.....	\$ 4,737 50
Annual Reports.....	777 85
	5,515 35
	33,092 10
Once in 6 years.....	615 00
Printing Charter.....	1,827 60
Plain Binding.....	600 00
Gilt do	500 00
	36,634 70

Lovell.

Ordinary work.....	4,059 35
Annual Reports.....	1,174 27
	5,233 62
	31,401 72
Once in 6 years.....	544 00
Printing Charter.....	2,167 20
Plain Binding.....	300 00
Gilt do	175 00
	\$34,587 92

After reading the above it is simply astounding that Mr. O'Meara should have added a supplementary statement, prepared only a few minutes before the sitting of the Committee, clearly intended to create a false impression on the minds of its members. This calculation was made on the ridiculous basis that John Lovell & Son's price *per roll* was intended as their price *per yard* for items 3, 4, 5, 6, 7, although the Specification read *per roll of 24 yards* in each case. This evidently false and claptrap statement had the effect of determining the Committee to ask for new tenders in order to give their favorite another chance for the Contract. Such a piece of trickery should not be allowed to prevent a just decision being come to in this matter; and we trust that the Petition which John Lovell & Son

purpose presenting to the Council, at its next meeting, will have the desired effect. The Tax-Payers will be amused with Mr. O'Meara's imagination.

The following is the extraordinary Report of Mr. O'Meara, in connection with the statements submitted. The ridiculous assumptions therein contained would be amusing if they had not led to a serious act of injustice being done to the lowest tenderer:

TO THE CHAIRMAN AND MEMBERS OF THE CITY HALL COMMITTEE,

GENTLEMEN,—In preparing the statement hereunto, Mr. Lovell's prices for items 3, 4, 5, 6 and 7 of the Engineer's Department are calculated at the rate per yard, on the supposition that the price put down in his tender was per roll, although not specially so mentioned, * as is the case in Mr. White's tender. If the Committee should decide that the figures should be taken as put down in Mr. Lovell's tender, it would very materially alter his prices; a statement of this calculation is also submitted. If, on the other hand, Mr. Senécal is prepared to supply Bond Paper at the rate mentioned in his tender, \$1 per ream, and that the Committee authorize me to order this paper in preference to the one generally used of a far inferior kind, and for which that gentleman asks a greater price, I have no hesitation in saying that Mr. Senécal's tender is the lowest. The whole respectfully submitted,

P. O'MEARA.

28th January, 1881.

† Items Nos. 3, 4, 5, 6 and 7 of the Engineer's Department computed as set down in tenders.

	<i>Lovell.</i>	<i>Senécal.</i>	<i>White.</i>	<i>Perrault.</i>
No. 3,	55 00	3 30	2 25	7 70
4,	44 00	2 20	2 50	6 60
5,	170 00	8 40	7 00	9 60
6,	216 00	10 08	9 00	12 00
7,	264 00	12 00	12 00	14 40
	<u>749 00</u>	<u>35 98</u>	<u>32 75</u>	<u>50 30</u>
	2 Rolls each.			
	1,498 00	71 96	65 50	100 60
	6 years.			
	<u>\$8,988 00</u>	<u>431 76</u>	<u>393 00</u>	<u>603 60</u>

* This is a wilful lie. John Lovell & Son wrote in pencil opposite their prices, *Per Roll* When their Tenders were returned to them they noticed that the *Per Roll* was rubbed out, but sufficient was left to show Patrick O'Meara's treachery.

† These items computed as tendered for by John Lovell & Son would only amount to ~~\$334~~ instead of ~~\$8,988~~ as shown by Mr. O'Meara. This fact was thoroughly well known to Mr. O'Meara when he prepared the figures.

At the meeting there were present Messrs. Robert, Chairman; Jeannotte, Dubuc, Wilson, and Holland.

After the reading of the various reports, Mr. Holland moved that the contract be awarded to Messrs. John Lovell & Son.

It was then moved, in amendment, by Mr. Jeannotte, that new tenders be called for.

The amendment seemed to find immediate favor with the Committee, although no valid reason was offered which could justify such a proceeding on their part, unless, perhaps, they saw in this another chance for their unsuccessful favorite (who has boasted that he had all their influence at his back in this matter), not seeing their way clear to award him the contract on account of the high figures of his present tender, being \$16,000 higher than the tender of John Lovell & Son. The whole affair smacks strongly of Wire Pulling and other manipulations which are a disgrace to our Civic Government.—*Daily Star*, Feb. 5, 1881.

THAT PRINTING CONTRACT.

The matter of the Printing Contract, in which the City Hall Committee has been so remiss, excites considerable comment at the City Hall, not only among those interested but among other contractors who visit the building. It appears that the sense in which Mr. Sénécal's contract was pronounced the lowest was in that he agreed to furnish "Bond" paper at one dollar, which is worth considerably more than that amount per ream. He had not tendered at all for many of the articles named, and taken all around the tender of Mr. Lovell appears to have been the lowest. But by manipulation of figures it could easily be made to appear as if the highest. A very good rule for committees who ask for tenders would be to adhere to the specifications, and to refuse to recognize the tender of any tenderer who had not conformed to the specifications. Had this been done Mr. Lovell would likely have received the contract. Another matter animadverted upon was that the City Attorney was dragged into the room to give his opinion. Usually an opinion from that gentleman is not taken unless in writing, but he was present in person at the meeting, and gave answers to all questions put to him. Whatever may be the result of the Printing Contract, one piece of information has been gained by the public—that this Printing

Contract is for six years, and that its granting is attended with more or less jugglery in manipulation. Perhaps it will result in benefit to the city after all by arousing among the printers of Montreal a spirit of competition and in lower rates in future.—*Daily Witness*, Feb. 2, 1881.

THE CORPORATION PRINTING.

The English press seems to be devoting a good deal of attention to the City Printing Contract, although its information on the subject is not very accurate. The facts are as follows: The four parties who tendered were Messrs. White, Senécal, Lovell and Perrault. Messrs. White had struck out certain items in the estimate form, substituting therefor in writing what they intended to offer. The Committee considered this irregularity sufficient to set aside their tender. As Mr. Senécal had forgotten to state his price for several items, they had the right to do the same in his case.

There then remained Mr. Lovell's tender, which was apparently the lowest of all. But at the last moment it was discovered that Mr. Lovell had asked from \$7.50 to \$11 a yard for drawing paper, whereas the others were satisfied with from 20 to 30 cents. His tender was consequently increased by \$8,900 more than it had at first been reckoned at.

Mr. Roy, the City Attorney, was then summoned to the Committee room, and asked if, in his future accounts, Mr. Lovell could legally (in case his tender were accepted) demand so high a price for that article. As the printed estimate was perfectly clear on this point, Mr. Roy naturally replied that Mr. Lovell would have the right to do so.

The Committee were then free to accept the tender of Mr. Perrault and to reject the others, but, instead of taking that course, they decided to call for fresh tenders.—*La Patrie*, February 3, 1881.

To the Editor of LA PATRIE.

SIR,—In an article on the Corporation Printing in your issue of yesterday, you write as follows:

"There then remained Mr. Lovell's tender, which was apparently the lowest of all. But, at the last moment, it was discovered that Mr. Lovell had asked from \$7.50 to \$11 a yard for drawing paper, whereas the others were satisfied with from 20 to 30 cents. His tender was consequently increased by \$8,900 more than it had at first been reckoned at."

Nothing could be more incorrect than this conclusion. The statement in my tender, which was quite legible, was *per roll of 24 yards* and not per single yard, as you say. Besides, I had explained the matter to Messrs. Robb and O'Meara, who were to revise each tender before making their report, and

those gentlemen left me under the impression that they understood quite well that *rolls* and not *yards* were in question. Therefore, instead of reaching the round sum of \$8,900, as you have stated, the entire price of the drawing paper would not amount to more than \$334 for the six years of the contract.

Hoping that you will give these few words of explanation the necessary publicity,

I have the honor to be, Sir,

Your obedient servant,

JOHN LOVELL.

MONTREAL, 4th Feb., 1881.

THE CORPORATION PRINTING.

The City Hall Committee, acting on the report of the Assistant Clerk of the Council, has decided to call for new tenders for the Civic Printing and Stationery for a term of six years. The reasons for this action, scarcely sufficiently excuse it, for whatever differences of opinion may exist as to the manner in which the specifications of the work to be tendered for were drawn up, there could be no difficulty in their interpretation by a practical man. Upon a technicality, however, the gentleman

whose report upon the tenders appears to have been acted upon, expressed a doubt as to the actual amount of each, although it was very apparent from the report presented, and absolutely certain from practical knowledge, that not the slightest room for conflict of opinion as to the lowest tender could exist. That being the case, we cannot refrain from expressing the opinion that the lowest tenderer should have been awarded the contract. The competition was an open and a fair one, and the securities being satisfactory, the tender which clearly was lowest on the list ought to have been promptly accepted. Moreover, the City Auditor, who also reported upon the tender, expressed his opinion that there could exist no room for doubt, in the actual performance of the work, that Mr. Lovell's tender was the lowest of those received.

As another course has been taken, we may be permitted to point out the fact that the specifications have been too indefinite, in spite of their extreme minuteness, and that the tender called for is altogether too comprehensive. Thus, printing and stationery ought not to be grouped in one tender. The trades are quite distinct and separate

from one another, and no firm capable of performing the printing contract has either the facilities or the knowledge of the business necessary to enable it to fulfil the conditions of the stationery contract. It is, of course, possible to obtain from manufacturers or dealers in stationery their prices, based on the specifications of the tender called for, and include them in the tenders for printing submitted, but in such a case it is evident that the printer receiving the contract must pay the full profit demanded by the stationer, which would almost certainly mean a higher price than that at which the goods could be obtained if tenders were called for directly by the city from stationers. So that, if the heads of the Civic Departments cannot be trusted to purchase their own pencils, mucilage, letter paper, &c., it would be infinitely wiser and more economical to demand separate tenders for these goods. Then, as to the printing, the specifications undoubtedly could be very greatly simplified, without altering their character or impairing the interests of the city, while the bulk sum to be given for the work might be somewhat lessened by grouping nominally different forms, which are practically the same. And the specifications are very indefinite in respect to qualities of paper, enabling the tenderer to comply with the letter of the contract, while furnishing an inferior class of paper. If the Committee would place samples of the standard of paper required at the City Hall, where they could be inspected by those tendering, it would serve the double purpose of placing all tenders upon an equal footing and insuring the best value in the work given. It is very desirable, therefore, we think, that in calling for new tenders, if such a course is persisted in, that the stationery and printing work should be divided, and that the specifications, while simplified by grouping, should be made more explicit as to the standard of paper, in the interest of the Corporation.—*The Gazette, Feb. 8th, 1881.*

O. ROBERT, Esq.,

Chairman City Hall Committee.

DEAR SIR,—At your request, as expressed in note of Mr. O'Meara, Assistant City Clerk, we beg to enclose our tender which was returned to us on the 6th inst. I need scarcely remind you that it has remained exactly as returned to us, no alterations having been made. If it is your intention to reconsider the question of the tenders for printing we beg to remind you that our tender, as expressed both to Mr. Robb and Mr. O'Meara, was for Presswork at the rate of 250 impressions of 8 pages, and for items 3, 4, 5, 6, 7 of Engineer's department at per roll.

Yours respectfully,

JOHN LOVELL & SON.

Montreal, Feb. 9, 1881.

MUNICIPAL JOBBERY.

Scandalous Misappropriation of the Civic Funds—Awarding

Contracts by Tender a Farce—Some Twenty or Thirty

Thousand Dollars of the Citizens' Money Wasted, or Worse

—A Mysterious Caucus.

As briefly reported in our last edition of yesterday, the City Hall Committee met yesterday afternoon, the following members being present: Aldermen Robert (in the Chair), Dubuc, Jeannotte, Holland, Gilman, and T. Wilson. There were also present: Aldermen Allard, Fairbairn, Gauthier, and Grenier, who are not members of the Committee.

The Chairman explained that the object of the meeting was to give some further and more definite instructions with reference to the resolution of the previous meeting, calling for new tenders for the printing contract.

Mr. O'Meara, Assistant City Clerk, said he had not advertised for new tenders, inasmuch as he had not been instructed as to whether he should advertise that a deposit was to be made by parties tendering.

Ald. Gilman wanted to know why the contract had not been awarded to the lowest tender at the previous meeting?

The Chairman said that, owing to the ERRORS in the tenders before the Committee, it had been decided to call for new ones.

Mr. O'Meara said that His Worship the Mayor and himself had each been served with a Notarial Protest, by Messrs. L. Perrault & Co. The Protest here referred to will be found on pages 58, 59, 60, 61.

Ald. GILMAN asked Mr. Robb, the City Auditor, if it were true that the parties tendering for the contract had seen each other's tenders after they had been received by the Committee?

Mr. ROBB said the various parties had not had access to each other's tenders, with one exception arising out of the alleged ambiguity of a part of Mr. Lovell's tender.

Ald. GILMAN moved, That the resolution of the previous meeting to call for new tenders be reconsidered.

In a division the votes were three (Wilson, Dubuc and Gilman) for, and two (Holland and Jeannotte) against the resolution. The majority not being sufficient to carry a reconsideration, the Chairman added his vote in the affirmative, and declared the motion carried.

Ald. HOLLAND asked if the Committee had the legal right to grant contracts for periods beyond their term of office.

The Committee did not recognise any such limit to their powers.

It was moved by Ald. Jeannotte that new tenders be asked for on the new specification, a deposit of one thousand dollars to be made, as in the previous contract.

The motion met with but one supporter, Ald. Holland.

Ald. JEANNOTTE moved that the contract be awarded to Messrs. Senecal & Co., but found himself with Ald. Holland in a minority of two, and then remarking that none of the tenders were properly sent in, left the room.

Ald. GILMAN moved that Messrs. Lovell & Co. get the contract, but also found only one supporter, Ald. Holland.

It was then moved by Ald. WILSON, that Mr. Perrault be awarded the contract, his tender being the only legal one before the Committee.

Ald. HOLLAND moved in amendment, that the whole matter be referred to the City Council.

Ald. GILMAN believed the Committee **WAS THE ONLY COMPETENT AUTHORITY** to deal with the matter.

The amendment was put and lost, Ald. HOLLAND alone voting for it.

A tie was the result of a division upon the main motion, Alderman Thomas Wilson and Dubuc voting for, and Aldermen HOLLAND and GILMAN against the motion. The Chairman gave his CASTING VOTE in favor of Mr. Perrault. The meeting then broke up.

A FRIENDLY CAUCUS.

A Caucus meeting was held yesterday morning at the residence of Alderman Allard, at which were present Aldermen Allard, Robert, and Dubuc, Mr. O'Meara and Mr. Perrault.

The press was not represented, but one of the "friends in Council" alleges that the meeting had nothing whatever to do with the Printing Contract, but that by the merest coincidence these gentlemen are also interested in another scheme (the East End Abattoir).

THE SCHEME DEFEATED.

Intense indignation is expressed on every hand at the barefaced way in which, at the cost of the Tax-Payers, a considerable contract is actually

entrusted to the firm demanding the highest price, and no effort will be spared to defeat the wretched swindle. The transaction is not complete until the contract is signed, and His Worship the Mayor is not likely to make himself a party to any such transaction. This morning at the instance of Messrs. Lovell, a Notarial Protest was served upon His Worship, pointing out that the action of the City Hall Committee was not only improper, but illegal, inasmuch as there was at the time of meeting no deposit in the hands of the City Treasurer, as required by the advertisement for tenders.

It appears that deposits of \$1,000 had been made with the City Treasurer by each of the parties tendering. When the Committee decided to call for new tenders, the cheques deposited were all returned with an endorsement by the City Treasurer to the following effect: "This is returned in consequence of a resolution of the City Hall Committee calling for new tenders." The cheques were returned by Mr. Black to the drawers themselves, and none of them have again come into his possession, a flaw which seems likely to prove fatal to the interests of Mr. Perrault and his friends.

Considerable comment has been evoked by the curious fact that Mr. Perrault's protest yesterday, instead of going through the usual channel, was served upon Mr. O'Meara, Assistant City Clerk, retained by that gentleman, and read by him to the Committee.

It is understood that Mr. Robb will enter an action against Mr. Perrault for libel contained in the latter's protest.

A PACKED COMMITTEE.

The opinion is pretty freely expressed that the resolution of yesterday was simply the registration of a foregone conclusion; and, furthermore, that the present composition of the Committee is due to a design on the part of somebody to be prepared for the present emergency. It is certainly a fact that the Chairman, at the Caucus which struck the Committees, endeavored to relieve Ald. Holland of his seat upon this particular one.

A NICE LITTLE PLOT.

The other day a gentleman called upon Mr. Lovell, and stated that he was authorised on behalf of Mr. Perrault to offer him \$1,000 if he

would withdraw his tender, and that each of the other parties tendering would receive a similar sum, *i.e.*, Mr. White, Mr. Sénécal, Mr. Rolland and *La Minerve*, the last three having tendered in the name of Messrs. Sénécal & Co. Mr. Lovell was indignant at the offer, and the other gentleman frankly confessed that he was ashamed to be the medium for conveying it.—*Daily Star*, Feb. 10, 1881.

The Printing Contract.

The more the conduct of the City Hall Committee, in connection with the printing tenders, is considered, the more indefensible it appears. There have been strange rumors afloat for some time in reference to this matter, reflecting very seriously upon the honesty of one of the City Officials.* Indeed, so confirmed was this opinion in some quarters on the subject, that it was pronounced useless for anyone to tender against Mr. Perrault, his success, no matter what the amount of his tender was, being, in so far as the official in question could accomplish it, a foregone conclusion. It is pretty evident that Mr. Perrault himself was of this opinion, as his tender showed that he was not at all concerned about being the lowest in the contest. Yesterday afternoon, a petition from Mr. Robb, the Auditor, was submitted to the Council, the terms of which will certainly not tend to lessen the impression which has unfortunately gained ground that this whole business is a **miserable piece of official + corruption**. The statements of Mr. Perrault's protest, reflecting as they did upon the impartiality and honesty of Mr. Robb, should certainly have been referred to that gentleman for his answer, and should have been made the subject of a thorough investigation before any decision be arrived at by the Committee.

We can readily understand why that course was not adopted. An investigation would have made it impossible even for the City Hall Committee to act as they have done. The pretence of Mr. Desbarats is too absurd for a moment's serious consideration. That it was possi-

*In justice to the gentlemen holding positions in the City Hall, I feel it a duty to state that the official here referred to is Patrick O'Meara, Assistant City Clerk.—JOHN LOVELL.

† Patrick O'Meara again. He seems lost to all shame.—JOHN LOVELL.

ble to put it forward only shows that the schedules were prepared with the express object of making it possible for Mr. Perrault to put any interpretation upon them the necessities of the case might require. There is no disinterested printer who will pretend that a hundred impressions for presswork means anything else than a hundred impressions of each form. Yet in order to give the Committee a colorable pretence for the outrage they have been guilty of, it is assumed that a hundred impressions means a hundred copies of any pamphlet or work, no matter how many forms are included in it. But even with this extraordinary pretension admitted, Mr. Robb states that the **Tender of Mr. Perrault is still Ten Thousand Dollars higher than the lowest tender;** his report, submitted in the first instance, making it Sixteen Thousand Dollars higher. Had the Committee given the tender to Mr. Senécal there would at least have been a fairly reasonable ground for their action, although our opinion is that on any reasonable interpretation of the tenders Mr. Lovell's was the lowest. But the awarding of it to Mr. Perrault is **simply a scandal of the worst description,** which can only be accounted for on an hypothesis which the public will not be slow to accept.

At the meeting of the City Council yesterday afternoon, a motion to refer the petition of Mr. Robb and the protests received in connection with the awarding of the contract to a special committee was defeated, and an amendment referring back to the City Hall Committee the consideration of these documents adopted. There is only one word to be said in favor of the action of the majority, that it restrains the City Hall Committee from taking final action in the matter of the contract until after a report upon the petition and protests has been presented to and acted upon by the Council. But it is a good deal like asking a criminal to try himself to refer the question back to the City Hall Committee, for however sincerely desirous one or two members of it may be to award an honest contract and remove the charge of corruption which now attaches to them, it was made very evident by the discussion in Council yesterday that the majority of the Committee, and more especially the Chairman, Ald. Robert, are so determined to push through this job that the relegation of the case to their consideration is a perfect farce.

A special committee, composed of members outside the City Hall Committee, alone could be relied upon to bring to light the true causes which prompted the squandering of many thousand dollars of the Corporation funds by the acceptance of the Perrault tender, and it does not tend to

weaken the suspicion attached to the majority of the City Hall Committee, and their immediate friends, that they so strenuously, not to say desperately, fought yesterday to prevent any independent body sitting in judgment on their action. The contract, however, has not yet been awarded. It cannot be awarded without the consent of the Council, and the public indignation will, we trust, ultimately teach a majority of that body that they cannot be permitted to penetrate so gross a scandal as the awarding of the Printing contract as a favor, at an expense of several thousand dollars to the city.

At a meeting of the City Hall Committee held yesterday afternoon the question of the tenders for city printing was re-considered and the **Contract awarded to Mr. Perrault, the highest tenderer of those who had offered. The pretence that the other tenders were not properly filled in is the sheerest nonsense.** We ask the members of the Council not to allow themselves to be parties to so unblushing a fraud on all that is honest and respectable, and which will, if persisted in, involve an extra expense to the City of from \$20,000 to \$30,000.—*The Gazette*, Feb. 10, 1881.

The jaunty letter from Mr. Louis Perrault, which appears in this morning's *Herald*, does not relieve the City Hall Committee from its embarrassment, for it does not do away with the fact that *Mr. Perrault's tender was the highest and the Messrs. Lovell's the lowest.*—*The Post*, February 11, 1881.

THE PRINTING CONTRACT SCANDAL.

Indecent Haste—Attempt to Complete the Scheme Before the Meeting of the Council—Reckoning Without Your Host—Checkmate.

The Perrault clique have been making desperate, almost frantic efforts to secure the completion of the Printing Contract before Monday next, the hurry being occasioned by the fact that the City Council meets on that day, the clique having nothing to gain and everything to lose by the ventilation of the scandal before that august conclave.

Considerable pressure was brought to bear upon His Worship the Mayor to induce him to sign the contract, but never was there a greater waste of energy. His Worship is about the last man in this good city to allow himself to become a party to such a business, and is, moreover, sufficiently astute to recognize the character of the transaction.

The next move was an attempt by Mr. Perrault to induce **Mr. Glackmeyer, the City Clerk, to give him a certified copy of the minutes of the meeting of the City Hall Committee.** Citizen Glackmeyer very properly declined to do anything of the sort, and Mr. Perrault, in disgust, wrote a letter to our esteemed contemporary, the *Herald*, calling Mr. Glackmeyer "the *City Hall Bismarck*."

There need be no fear that anything further will be done to compromise the City until the City Council has met.

Notwithstanding Mr. Perrault's assertion to the contrary, his protest was not served upon either His Worship the Mayor or the City Clerk; **in fact, for reasons best known to himself, his recognition of the Corporation seems to have begun and ended in the person of Mr. O'Meara, the Assistant City Clerk.**—*Daily Star*, Feb. 11, 1881.

The Corporation Printing Scandal.

The acceptance by a minority of the City Hall Committee of the tender of Mr. Louis Perrault for the Corporation Printing for the ensuing six years is **Municipal Scandal of no mean order.** Never was there a more flagrant waste of public money; never was there a more persistent and barefaced exhibition of the determination to fatten a political favorite at the public crib. In voting the contract to Mr. Louis Perrault, notwithstanding that his tender was the highest of the four and fully \$15,000 higher than the lowest tender, Aldermen Robert, Dubuc and Tommy Wilson have shown their utter disregard of the City's interest, and have disgraced themselves in the eyes of every honest citizen. Nor has Alderman Jeannotte, who left the Committee meeting in a rage when his motion to give the contract to Senécal & Co.,

the lowest tenderer but one, was lost, and before the contract had been disposed of Alderman Jeannotte would have displayed more virtue by sitting quietly in the Committee, and, by his vote, preventing the job from being perpetrated, than by flouting out in a professed passion when he found his favorite could not get it. No, Alderman Jeannotte, in your little act, you did not hold the mirror up to nature very successfully, and your virtuous indignation had no virtue in it. It would be interesting to know whether the four gentlemen named above ever think of their **Aldermanic Oath, to serve the City to the best of their knowledge and ability. Do they know that their action in connection with this Contract is the talk of the Town?** Are they aware that their friend, Mr. Perrault, has boasted that he controlled the influence, not only of Mr. O'Meara, the Assistant City Clerk, but of the City Hall Committee? If this boast is not warranted by the facts, it should not go unchallenged, if it be justified our municipal system is rotten indeed. What have the gentlemen to say about it?—*Daily Star*, Feb. 12, 1881.

The following Petition was read from Mr. ROBB, the City Auditor:—

CITY AUDITOR'S OFFICE, CITY HALL,
MONTREAL, 14th February, 1881.

TO HIS WORSHIP THE MAYOR,

The petition of the undersigned respectfully sheweth:—

That tenders were recently received for the Printing and Stationery supplies of the City Hall;

That several items in each of these were entered simply at the rates of cost, and required to be extended in quantity to show which was really the lowest;

That they were submitted to your Petitioner (in conjunction with Mr. O'Meara) for that purpose, and were reported to the City Hall Committee, which thereupon decided to ask for New Tenders;

That a subsequent meeting was called at which a "Protest" from Mr. Perrault (one of the tenderers) was read, in which the following words occur:—

"Whereas the Auditor of the City has made a certain report misrepresenting the facts," &c., &c., "it is proper and necessary to establish the incorrectness and contradiction of the said report by which the facts are altered and shewn in a wrong or perfidious way;

"Whereas the statement of the said City Auditor contains many other errors of the same kind, and proves partiality on the part of the said City Auditor against Mr. Perrault;

"Whereas Mr. Perrault's tender was handed over by said City Auditor to said John Lovell & Son for them to look over all its prices," &c., &c.

That this Protest, although directed against me and containing the gravest accusations upon my character, was not served upon me nor had I any knowledge of it until after it had been read to the Committee;

That the Committee in acting upon it, without verification of its figures, virtually conceded the correctness of his assertions and did a substantial injustice to your Petitioner, who was thus deprived of an opportunity of controverting it.

Your Petitioner, therefore, prays that the said Protest be referred to a Special Committee for investigation, that he may have an opportunity of shewing the untruthfulness of the assertion and proving the falsity of its conclusions.

I have the honor to be,

Your obedient servant,

WILLIAM ROBB, *City Auditor.*

MEMORANDUM.

The specific charges in the above Petition (which are based on calculations made by Mr. Desbarats), are as follows:—

1st. Auditor's statement No. 1, item 52, shews presswork	\$287 50
Mr. Desbarats' calculation of same thing	54 35
2nd. Auditor's statement shews No. 1 demy paper	140 00
Mr. Desbarats' calculation	61 25
3rd. Auditor's statement shews folding and stitching	460 00
Mr. Desbarats' calculation	87 00
4th. Auditor's statement shews Charter presswork	1171 00
Mr. Desbarats' calculation	25 00

And Mr. Perrault claims that the difference would amount to \$5255 32 in the course of the six years.

Without entering into a consideration of these here, I may simply point out that, even upon the assumption of their correctness, his tender would still be **the highest by over \$10,000** (Ten Thousand Dollars), the original figures of my report shewing it to be \$16,000 **(Sixteen Thousand Dollars over the lowest.)**

The Printing Contract—Jobbery—The Chairman of the City Hall Committee gets excited—An Interchange of Compliments.

A meeting of the City Council was held yesterday, when there were present His Worship the Mayor, S. Rivard, Esq., and Ald. Allard, Donovan, Lavigne, Gilman, Dubuc, J. C. Wilson, Thos. Wilson, Grenier, Kennedy, Greene, Robert, Holland, McShane, Hagar, Laurent, Mooney, Martin, Gauthier, Watson, McCord, Hood, Thibault, Jeannotte, and Proctor.

Ald. WATSON moved, seconded by Ald. FAIRBAIRN, that the Mayor should nominate a Special Committee to enquire into the Printing Contract and Mr. Robb's Protest relating thereto. The fact that the question involved a saving to the City of \$10,000 was, he said, a sufficient reason for this motion.

Ald. GRENIER thought the motion premature. He had in his hand a protest from Mr. Lovell, and he understood there were others; and he thought it would be judicious to refer them to the City Hall Committee. He had no doubt but the Council and the City generally would watch the proceedings of the Committee, and if they did not do justice to the petitioners then the Council might appoint a Special Committee. He moved that all the protests be referred to that Committee, with the understanding that, should the Council find at the next meeting the parties had not been done justice to, a Special Committee should be appointed. He thought the matter should be thoroughly investigated, but he believed the Committee would do their duty.

Ald. WATSON thought that, as a general rule, his plan would be objectionable, but as the Committee were the parties whose conduct were impugned, he did not think it could reasonably be referred to them.

Ald. ROBERT opposed the motion, which he characterized as out of order.

Ald. GRENIER said he had no objection to a notice of motion, but if the Mayor ruled Ald. Watson's motion in order he should move an amendment.

Ald. FAIRBAIRN said it was not a motion at all but a petition, and they moved that it be referred to a special committee.

Ald. GRENIER wanted all the protests referred to the City Hall Committee, not being satisfied they were in the wrong, and not as yet seeing any occasion for a Special Committee. He understood the Mayor had been served with a Protest on behalf of Mr. Sénécal.

Ald. MOONEY rose to speak.

Ald. ROBERT rose, and said he would not sit down until the Mayor had decided the question of order.

The Mayor ruled that the motion to refer the Petition to a Special Committee was in order.

Ald. MOONEY protested against Ald. Robert's attempt to choke the matter. The Petition was before the Council and they had to refer it to a Committee of some kind. The City Hall Committee were the parties charged by the Petition, and they could not, in justice to the parties involved, refer it to them for judgment; but he did not want to discuss the matter in advance.

Ald. J. C. WILSON observed that the City Auditor did not refer to the contract at all, but to the Report of the Committee. To refer this Protest to a Special Committee would be right, but Ald. Watson wanted to refer the contract to a Special Committee. They should consider the matter of Mr. Robb first, then proceed to the Printing Contract.

Ald. GRENIER moved an amendment that the letter of Mr. Robb and the other Protests be referred to the City Hall Committee.

Ald. GILMAN, in seconding this, said it was the custom to refer to a committee any matter belonging to its own department. The City

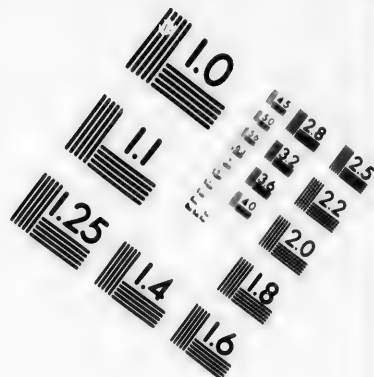
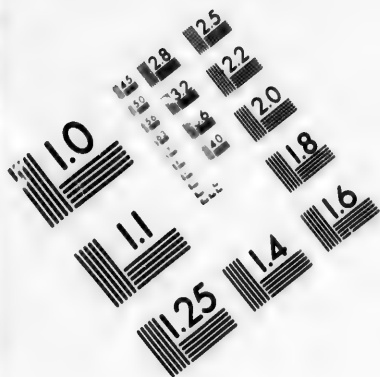
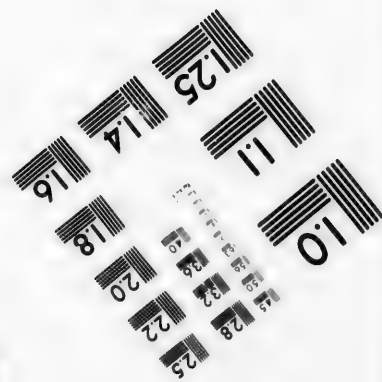
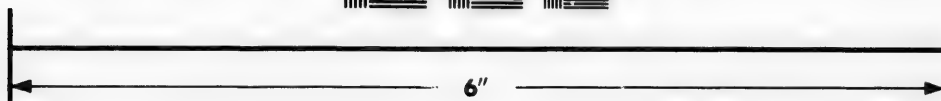
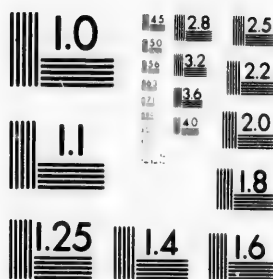


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Hall Committee were not charged, and they had nothing to do with this matter of Mr. Robb's.

Ald. FAIRBAIRN said the Petition was from one of the highest officers of the Corporation, and if he were guilty of what the report charged him with he was no longer fit for his position. The Committee gave the contract to Perrault on no other grounds than on those laid down in Mr. Perrault's protest. He seconded the motion to refer to a Special Committee.

Ald. ALLARD said he was on one occasion set right by the Council when he wanted to do a similar thing; if he was wrong then, his friend, Ald. Fairbairn, must be so now. When they refused to refer to a committee a matter within their department they had no confidence in them. He had a document signed "**John Lovell,**" but he did not know if the signature were genuine. Mr. Lovell did not accuse the Committee of any knowing injustice to him, but he said the Committee had been put under a false idea by an erroneous report made by Mr. O'Meara. According to Mr. Lovell's idea the Committee should have taken no account of Mr. O'Meara's report. He should refer the matter to the City Hall Committee, and he hoped Mr. O'Meara would be able to compel those gentlemen who had spoken against his report to take back their statements. **He did not think anything had been said against Mr. Robb so serious as Mr. Lovell's statements about Mr. O'Meara, which were most uncharitable and malicious.** If he referred the matter to a Special Committee that would not advance it, as the contract has been awarded and the Special Committee would have no power to alter that. They would report to the City Council, which could cancel the contract, but it was unlikely they would cancel what the City Hall Committee had done in virtue of a resolution passed by themselves.*

Ald. HOLLAND thought that to refer this petition to the City Hall Committee would be like referring the judgment of a criminal to himself. As to the statement that it did not reflect on the Committee he would read a portion of it. If that was not a charge against the Committee he did not know what was. It was only fair to Mr. Robb and to the City Hall Committee that the matter should be referred to a special committee.

* By two members, Aldermen Thomas Wilson, and Dubuc, with the casting vote of their Chairman, Alderman Robert.

Ald. GRENIER said he had no hostile feeling toward Mr. Robb. On the contrary, he had a high opinion of his conduct and capacity, but he had human nature as well as others, and was liable to make mistakes. He did not say he had done so, but he had confidence in the City Hall Committee that they would do him justice. The Committee should have sent for Mr. Robb. [Ald. Thomas Wilson—"We did send for him."] Ald. Grenier was glad to hear that, but he believed it would be nothing but fair to refer the matter to the City Hall Committee.

Ald. DONOVAN was in favor of a Special Committee. They had Courts of Justice to review the decisions of other Judges. There was no sense in asking the Committee to reverse the judgment they had just given.

Ald. MOONEY observed that the City press had charged the Committee with giving the Contract to the highest tenderer; the statements had been scattered broadcast. He made no charge himself.

Ald. GILMAN said the motion consisted of two parts, one to enquire into the Printing Contract. Now, that was not before the Council. Mr. Robb said Mr. Perrault had made false charges, and he claimed justice; and he had no doubt Mr. Robb would be as well satisfied with the City Hall Committee as with a Special Committee. He (Ald. Gilman) would as soon have one as the other, only it was a matter of etiquette to refer it to the Committee to whose department it belonged. The former part of the motion was out of order, and could not be made without notice.

Ald. WATSON said, in regard to Ald. Allard's remarks about want of confidence in City Hall Committee, he thought he was doing them justice. Gentlemen having confidence in their own integrity would be only too glad to have the fullest investigation.

Ald. McCORD was of opinion that Ald. Grenier's amendment did not go far enough. He moved an addition which would make it read: "That the letter of Mr. Robb and all other protests received in reference to the Printing Contract be referred to the City Hall Committee for investigation, and that no further proceedings be taken on the Contract for Printing until the Committee have made report to the Council and action be taken thereon."

The MAYOR said there was no Printing Contract before the Council, and Ald. Watson's motion would have to be altered.

Ald. KENNEDY said the same men would not be on the Committee on the first of March. **In the interests of justice there should be the fullest investigation. In the same interests the lowest tenderer should get the Contract,** if a responsible man. He would like to know whether there would be another meeting of the Committee before the first of March. [Ald. Robert: Yes, this week.] Then he would like to know whether the City Council would meet before the first of March.

The MAYOR said he could not answer that question, because they could not compel the Committee to report before that time.

Ald. WATSON altered his motion so that it should read: "That the Mayor nominate a committee to enquire into and take up the Protest of Mr. Robb and all other protests or communications regarding the Printing Contract."

Ald. ROBERT, in opposing Ald. McCord's addition to the amendment, referred to statements on the Contract which had appeared in *The Gazette*, which he said were inaccurate.

After some further remarks by several Aldermen, Ald. Grenier's amendment with Ald. McCord's addition was put with the following result:—

Ayes: Ald. Thibeault, McCord, Thomas Wilson, Dubuc, Gilman, Lavigne, Gauthier, Jeannotte, McShane, Greene, Allard, Grenier, and Laurent,—13.

Noes: J. C. Wilson, Kennedy, Proctor, Fairbairn, Mooney, Watson, Hagar, Holland, Donovan, and Hood,—10.—*The Gazette*, Feb. 15, 1881.

CITY HALL COMMITTEE.

The City Hall Committee met at 10 o'clock on Saturday morning.

Present—Aldermen Robert (Chairman), Thomas Wilson, McShane, Jeannotte, Holland, Gilman, and Dubuc.

Ald. GILMAN presented the following report of the sub-Committee appointed to draw up a report to be presented to Council, exonerating Mr. Robb, the City Auditor, of the charges made against him in Mr. Perrault's charges:—

"Your Committee respectfully report that, as directed by the Council, they met to take into consideration the letter of the City Auditor, complaining of charges preferred against him in Mr. Perrault's protest, of 'misrepresentation of facts,' 'errors of judgment,' and 'partiality

against Mr. Perrault,' in his decision on the printing tenders, &c., &c., and after hearing the explanation of Mr. Robb (Messrs. Perrault, Lovell, and Sénécal being present and replying thereto), your Committee came to the conclusion that the Auditor had taken great pains to place matters in a correct light before the Committee, and was sustained in his interpretation by the best of proofs, and acted with strict impartiality thereon.

" F. E. GILMAN,

" A. DUBUC."

On motion of Ald Gilman the report was adopted unanimously.

The opinion of the City Attorney, Mr. Roy, on Mr. Lovell and Sénécal's Protests and on the legality of Mr. Perrault's Tender was then read. The first charge of illegality was that, when the tenders were returned, Mr. Perrault had not deposited his cheque of \$1,000, as required. This, if true, did not affect the genuineness of the contract, for the reason that not one of the tenderers had deposited theirs. The second was that the resolution of the City Council passed last July was not in accordance with the law, for the reason that there was no appropriation made according to the Council rule. The third, that the Committee had no right to give the contract without the consent of the Council, was sustained.

Alderman GILMAN moved: "That the Contract with Mr. Perrault be prepared in accordance with the minutes of the meeting of this Committee held on the 9th February, 1881, and that your Committee having inquired into the allegations of the protests of Messrs. Lovell and Senecal, and taken the Opinion of the City Attorney thereon, they have come to the conclusion to report the matter to Council in accordance with the Opinion of the City Attorney."

The motion was then carried, Ald. HOLLAND alone dissenting.

Ald HOLLAND objected to the term "Contract with Mr. Perrault." He thought there was no Contract with Mr. Perrault, and he objected to the admission that there was. He said he had lost his election by working against Mr. Perrault, but he was not going to give up the contest, even if he were to lose five elections.

The Committee had just adjourned, when Mr. Lovell presented a letter, which he asked to have read.

The Chairman refused to resume his seat. He thought that, as the meeting was called to receive the City Attorney's Opinion, when that was done the Committee ought to adjourn.

Ald. HOLLAND thought the matter should be thoroughly investigated, and all letters in connection with it should be opened and read.

The CHAIRMAN was willing to have the letter from Mr. Lovell read, if others were received from Messrs. Perrault and Senecal.

Ald. McSHANE said everyone should have fair play.

Ald. GILMAN said he was willing to stay and have the matter thoroughly investigated.

Ald. ROBERT still refused to take the Chair, and Ald. Gilman was appointed Chairman, when Ald. Dubuc, Jeannotte and Wilson left the meeting.

Ald. HOLLAND said the whole truth was sure to come out, and, therefore, Ald. Robert should not be afraid of having the affair investigated.

Ald. ROBERT said he did not need to be taught by Ald. Holland as to what should be done.

After some further personalities Ald. Holland left the room, when the meeting broke up.—*Montreal Herald*, 5th March, 1881.

30th March, 1881.

SIR,—I understand that you have in your possession a certified copy of the annual reports. It may be that I have myself lent you it, but in any case you would oblige me by returning it at once, as it is my own property or rather my justification for the payment of the amount certified therein.

Yours truly,

P. O'MEARA, *Assistant City Clerk*.

JOHN LOVELL, Esq.

Please send it to me before 3 o'clock p.m.

MONTREAL, 31st March, 1881.

P. O'MEARA, Esq.,

Assistant City Clerk,

SIR,—Yours of yesterday did not reach me till between five and six last evening. With reference to the pamphlet you refer to, I have to say that Mr. Perrault told me on Friday last that neither the City Hall Committee nor the Council would allow his accounts to be examined, consequently the pamphlet you refer to is of no value except to myself, and especially as I have publicly stated that an overcharge has been made by Mr. Perrault, sanctioned by yourself and certified to by Mr. Desjardins.

In case the matter should ever come up, I must respectfully hold on to my proof.

Yours obediently,

JOHN LOVELL.

MONTREAL, 31st March.

JOHN LOVELL, Esq.,

SIR,—Yours of this date is at hand. In reply I most respectfully again request you to return me without any further delay the pamphlet in question, in order to avoid any further unpleasantness in the matter. I have not the slightest objection to give you a copy certified by myself or by the City Clerk of Mr. Desbarats' calculation.

I have the honor to be, Sir,

Yours truly,

P. O'MEARA, Assistant City Clerk.

The Printing Contract awarded to Perrault & Co. for one year !!!

A special meeting of the City Council was held yesterday afternoon, Ald. Mooney presiding. There were present Aldermen Stephens, Laurent, Watson, Allard, Beauchamp, Laberge, Proctor, Thibault, Robert, Fairbairn, Donovan, Hood, Kennedy, Hagar, Gilman, Brown, Thomas Wilson, Jeannotte, Gauthier, Farrell, Dubuc, McCord, and Prévost.

On motion of Ald. ROBERT, the Orders of the Day in reference to the Printing Contract were then taken up.

The report of the City Hall Committee, referring the whole subject back to the Council for settlement, was read.

The reading of the last Opinion of the City Attorney upon the question was next called for. Mr. Roy in that document concluded by saying that, in his opinion, the resolution of the Council of the 12th of July, 1878, did not authorize the City Hall Committee to give out a contract for six years for the printing and stationery without the previous sanction of the Council; that, in consequence, the resolution having for its object the awarding of the contract to Messrs. Perrault was not binding, and that the Corporation would not be liable for damages should the Council annul that decision and give out the contract to other persons, or without tenders.

Ald. ROBERT moved, That the report of the City Hall Committee be adopted, and the Mayor be authorized to sign the same.

Ald. STEPHENS said that motion had no significance, as the report of the Committee contained no recommendation. He, therefore, moved in substitution of the motion, That the contract of John Lovell & Son, being the lowest tender for the Corporation Printing and Stationery, the said contract be awarded to them for one year, and that the Mayor be authorized to sign the contract. Ald. Stephens

~~held~~ that the motion of Ald. Robert meant nothing and should be withdrawn.

Ald. ROBERT insisted upon his motion standing. After some grumbling, however, Ald. Robert consented to withdraw his motion. By this time, however, Ald. Stephens had come to the conclusion that he would prefer his motion to come as an amendment to that of Ald. Robert's.

Ald. ROBERT insisted on withdrawing his motion.

Ald. GILMAN insisted upon its standing.

Ald. Allard came to his confrère's assistance. He said his name had been used by Ald. Robert as seconder to the motion without his consent, and therefore begged to withdraw his name as seconder.

The CHAIRMAN then ruled that the motion of Ald. Robert, having no seconder, must fall to the ground.

Ald. STEPHENS proceeded to speak to his motion. He complained of the number of specifications upon which the contract had been based, and said they were prepared in a way as to convey different ideas to the tenderers. He showed that by a comparison of figures Perrault & Co.'s tender was, taking the three columns, \$38,653 higher than that of Lovell. Mr. O'Meara had shewn that the tender of Perrault & Co. was higher by \$7,000 than that of Lovell, taking the three columns. Mr. Robb had also reported Lovell's to be the lowest tender. If Lovell did not get the contract Snécal was the next lowest tender, and should be awarded the contract. Gazette Printing Company was the next lowest tender, and that of Perrault & Co. was the highest of all the tenders. The speaker asserted that the reason Lovell did not get the contract was that the Committee was bamboozled by the stationery clerk.* An item of \$8,000 was put into their tender for drawing paper which never cost more than \$150 or \$200 a year. A technicality in the specifications had been taken advantage of, although Messrs. Lovell had immediately afterwards rectified the error. He considered that the Council was in honor bound to give the contract to John Lovell & Son.

Mr. LABERGE moved in amendment, That the contract of L. Perrault & Co., **being the only correct tender!!!** and the only tender offered in accordance with the notice asking for tenders, and **the lowest tender!!!** the Contract be given to the said L. Perrault & Co.

Ald. ALLARD moved, in amendment to the amendment, That the City Hall Committee, having given the contract to Messrs. L. Perrault & Co., and they having already done a portion of the work, the contract should be awarded to them. He contended that the tender of Messrs.

*Patrick O'Meara.—JOHN LOVELL.

Perrault & Co. was the lowest correct tender. Neither the tender of The Gazette Printing Company nor the Senécal tender could be entertained. The choice of the Committee was therefore confined to the tenders of Messrs. Perrault and Lovell. There was no ambiguity in Mr. Lovell's tender. If the contract was awarded to Mr. Lovell he could charge \$11 a yard for Tracing Cloth. If there was a mistake in that particular the Contract was irregular, and should be thrown out. If there was no mistake Mr. Lovell's tender was the highest. Under these circumstances he thought there was only one way for the Council to act, and that was to award the Contract to Messrs. L. Perrault & Co.

Aldermen Beauchamp, Robert, Jeannotte and McCord participated in the debate.

The division was then taken, and the amendment of Ald. Allard was lost on the following vote:—

Yeas: Laberge, Prévost, Dubuc, Thomas Wilson, Robert, Allard and Laurent,—7.

Nays: Brown, Stephens, Fairbairn, Jeannotte, Hagar, Beauchamp, Thibault, Kennedy, McCord, Gauthier, Proctor, Watson, Donovan, Hood, and Gilman,—15.

Ald. JEANNOTTE then moved in amendment to the amendment, That the contract be awarded to Mr. Senécal, the next lowest tender to Mr. John Lovell.

This motion was lost on the following vote:—

Ayes: Stephens, Jeannotte, Thibault, Gauthier, Thomas Wilson, Gilman, and Laurent,—7.

Nays: Laberge, Brown, Prévost, Fairbairn, Hagar, Beauchamp, Kennedy, McCord, Dubuc, Proctor, Robert, Watson, Allard, Donovan, and Hood,—15.

Ald. Brown moved the following:—

"That the contract for printing and stationery be awarded to Messrs. L. Perrault & Co. for one year from the first of May, 1881, then to expire absolutely, when tenders must be asked for and separate tenders made for printing and stationery."

The resolution was carried on the following division:

Yeas: Laberge, Brown, Stephens, Farrell, Prévost, Jeannotte, Beauchamp, Thibault, Kennedy, McCord, Dubuc, Gauthier, Thos. Wilson, Robert, Watson, Allard, Donovan, Hood, Gilman, and Laurent,—20.

Nays: Fairbairn, Hagar, and Proctor,—3.

Ald. STEPHENS, as he was recording his vote, observed that this mode of disposing of the matter was choosing the lesser of two evils.

The Council then adjourned.—*The Gazette, May 24, 1881.*

THE PRINTING CONTRACT.

To the Editor of THE STAR :

SIR,—In your issue of May 31st a paragraph appears relating to Mr. Perrault's decision anent the Corporation Printing and Stationery Contract, in which you state that Mr. Perrault is not satisfied with the decision of the Council, and intends to insist on the award of the City Hall Committee, that is, he claims that he is entitled to the contract for six years.

I do not propose on this occasion to dwell upon the gross injustice which has been done to my firm by the proceedings in connection with this discreditable affair. I would merely say that, owing to my discovery of facts which will appear in due time, a notice of motion appears on the Orders of the Day of the City Council for a thorough investigation of Mr. Perrault's accounts for the last five years. I have no hesitation in saying that this motion is not uncalled for, and I cannot believe that the Council will offer any opposition to the immediate examination of Mr. Perrault's charges, notwithstanding his assertion to the contrary. When this investigation has been fairly carried out, Mr. Perrault's present pretensions will probably appear in a new light.

At some future day I intend to bring the whole history of the Tenders for the Corporation Printing and Stationery Contract before my fellow citizens, feeling confident that they will take such action as will protect their interests.

Yours obediently,

JOHN LOVELL.

Montreal, June 1, 1881.

TO CHARLES GLACKMEYER, Esq.,

City Clerk.

DEAR SIR,—We beg to enclose for your information a copy of a letter addressed by us this day to His Worship the Mayor.

In the event of His Worship being prevented from attending the meeting on Monday, may we respectfully request of you to lay the letter before the Council for their decision.

Yours obediently,

JOHN LOVELL & SON.

Montreal, June 4, 1881.

TO THE HONORABLE J. L. BEAUDRY,

Mayor of Montreal.

DEAR SIR,—Being informed that Messrs. L. Perrault & Co. decline to accept the contract for the printing and stationery required by the Corporation, on the terms voted by the City Council on the 23rd day of May last, we beg to inform the City Council, through you, that we are prepared to enter into a contract in accordance with our tender, now before the Corporation, for the term of twelve months.

As we understand that our tender was rejected in consequence of a misapprehension as to the rate given for the paper required by the Engineer's Department, we now beg to state that our tender quoted the rate *per roll*, and not per yard as it was misconstrued by the City Hall Committee, and we are prepared to furnish it at such rate, or (if the Council prefer) to abandon any claim whatever to furnish the paper of this description which may be required by the Engineering Department.

Pending the decision of the Council, we are prepared in the meantime to execute the work on the terms specified in our tender.

Your obedient servants,

JOHN LOVELL SON.

Montreal, June 4, 1881.

The Printing Contract Once More.

A Protest was read from Mr. L. Perrault, in answer to a notification of the Corporation requesting him to sign the contract for one year. The Protest states that Mr. Perrault's tender for the printing was formally accepted; that on the 18th June instant he was asked to sign a written contract containing a number of clauses differing in various essential particulars from his tender; that he desires and intends to sign only a contract in conformity with the agreement submitted to and the resolutions adopted by the City Hall Corporation; that he does not go so far as to say that he refuses to sign the contract on account of the limit of time therein mentioned, but reserves to himself the right to consider this point if justice is done him in other respects, and that he will hold the City Hall Corporation responsible for all damages and interests already suffered or that he may hereafter suffer from the said Corporation not conforming with its contract.—*The Star*, July 5, 1881.

FINANCE COMMITTEE.

The Printing Contract again under consideration.

A meeting of the Finance Committee was held yesterday afternoon, Ald. Grenier in the chair. There were present:—The Mayor, Aldermen Mooney, Stephens, Prévost, Farrell, and Brown.

Ald. STEPHENS offered the following:—

"*Resolved*, That, pending the giving out of the contract for printing and stationery and the supply of stationery, the City Clerk and City Treasurer be authorized to order such supplies and printing for their departments where they can get them most cheaply."

The CHAIRMAN asked the City Attorney if they had a right to pass that resolution. Mr. ROY said he did not think the Committee had any power to interfere with the contract made by the Council. The Council had given out the contract to Mr. Perrault for a year, and it was a matter for the Council to entertain.

Ald. STEPHENS explained that the Council had given out the contract for a year, but the printer had protested, and said he would not accept it. The consequence was that they would have no contract until the City Hall Committee recommended some new plan. In the meantime they wanted some one to be responsible for the supplies, and therefore they chose the heads of the departments. He did not think they should be played with in the way they have been played with any longer.

The CHAIRMAN suggested that a resolution should be passed affirming that if Mr. Perrault did not sign the contract it should be taken from him.

Mr. ROY suggested that the contractor should be warned that, if he did not choose to sign the contract by a certain day, other steps would be taken.

Ald. PREVOST thought the matter was one for the City Hall Committee to consider. It was not a subject for the Finance Committee to deal with at this juncture.

Ald. STEPHENS wanted to know if they were going to allow Mr. Perrault to play with the Corporation any longer in this way. He thought the motion he had made was a perfectly appropriate one.

Mr. ROY said that as the matter had been referred to the City Hall Committee it would be proper to leave it to that Committee, and if Mr. Perrault refused to sign the contract within a certain specified time they would recommend the Council to take the contract away from him.

Ald. BROWN stated that at the last meeting of the Committee they could not get a quorum.

Ald. STEPHENS—I insist upon my motion. Let's have a little backbone among us.

Ald. MOONEY did not think their hands should be tied in this matter. If the City Hall Committee would not act they should act themselves. The contract, for one year, which had been awarded by the Council should be signed at once.

The CHAIRMAN was in favor of referring the subject to the City Hall Committee, and if the contractor refused to sign the contract, as directed, he would vote in favor of taking the contract from him.

Ald. STEPHENS thought they should not be humbugged any longer by any one man who went away, after fooling the Corporation, laughing in his sleeve.

Ald. PREVOST moved that the action in regard to the printing contract should be postponed until the City Hall Committee had reported on the protest referred to them by the Council, and that the Mayor be requested to call a meeting of the City Hall Committee for Thursday.

Ald. STEPHENS—In the meantime we want supplies and printing.

The MAYOR—I think the first thing to be done is to call a meeting of the City Hall Committee, and if they do not meet we can determine what will be the best thing to do.

Ald. STEPHENS—Will your honor make the subject the first Order of the Day for Monday?

The MAYOR—I have no objection.

Ald. MOONEY then moved in amendment to the amendment that the Mayor be requested to call a meeting of the City Hall Committee to report to the Council on the printing contract, and the protest referred to them, and that the question be made the first Order of the Day for Monday.

Ald. MOONEY's amendment was carried.—*The Gazette*, July 6, 1881.

The City Hall Committee Resolve that they have more Authority over the Printing Contract Matter than the Council.

At the meeting of this Committee yesterday afternoon, there were present Ald. Robert (Chairman), Laberge, Brown, and Thomas Wilson.

An application was received from Messrs. Perrault & Co. to be paid for printing 60 copies of the record of the Orange trial. The Committee ordered that they be paid at the rate of \$2 a page of printed matter for 76 pages.

Ald. LABERGE moved, That the City Attorney be instructed to inform the Committee, in writing, if the resolution adopted by the Council at the last meeting annuls the resolution adopted by the Council on the 12th July, 1875, and if it was not necessary to reconsider this last resolution previous to authorizing the heads of the different departments to purchase their supplies where they

thought proper, which proceedings are against the resolution adopted on the 12th July, 1875. *Carried.* Ald. Brown dissenting.

Ald. LABERGE also moved, that the heads of departments be notified that, until further notice, they shall apply to this Committee for any printing or stationery they may require, otherwise this Committee will not sanction the payment of such accounts.

Ald. BROWN moved in amendment, That, inasmuch as the Council at its last meeting authorized the heads of departments to purchase supplies where found to be most advantageous, should Mr. Perrault not sign the Contract, this Committee has no right nor power to give instructions to the heads of departments other than those given by the Council.

For the amendment—Yea : Brown ; nays : Laberge and T. Wilson.

For the main motion—Yeas : Wilson and Laberge ; nay : Brown.

The Committee then adjourned.—*The Star*, July 29, 1881.

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